



Request for Proposal Parking Facility Management for Carol Miller Justice Center in Sacramento

The Office of Court Construction and Management, a Division of the Administrative Office of the Courts, is seeking proposals from qualified companies to provide parking facility management services for a surface parking facility in Sacramento



**ADMINISTRATIVE OFFICE
OF THE COURTS**

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Parking Lot Management for Carol Miller Justice Center
RFP-OCCM-2009-05

Date
November 19, 2009

To
Parking facility management companies

From
Administrative Office of the Courts,
Office of Court Construction and Management

Project Title

Parking Facility Management for Carol Miller
Justice Center in Sacramento

RFP number: OCCM-2009-05

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

Contact
OCCM_Solicitations@jud.ca.gov

| RFP SCHEDULE | | DATES (Calif. Time) |
|---------------------|--|--|
| 1. | Mandatory Pre-Proposal Job Walk – Please meet at Conference Room101 on the first floor. 301 Bicentennial Circle, Sacramento, CA 95826 | Tuesday, November 24, 2009 at 2:00 PM |
| 2. | Deadline for submittal of Proposer requests for clarifications, modifications or questions regarding the RFP to OCCM_Solicitations@jud.ca.gov | Wednesday, December 2, 2009 5:00 PM |
| 3. | Modifications and/or answers to questions posted on the Court website: http://www.courtinfo.ca.gov/reference/rfp (Estimated) | Friday, December 4, 2009 |
| 4. | <u>Proposal Due Date and Time</u> | Thursday, December 10, 2009 1:00 PM |
| 6. | Notice of Intent to Award (Estimated) | Thursday, December 17, 2009 |
| 7. | Anticipated Start Date | January 1, 2010 |

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1. INTRODUCTION

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

2. PURPOSE OF THIS RFP

The Office of Court Construction and Management, a Division of the Administrative Office of the Courts, is seeking proposals from qualified companies to operate and maintain the Parking Facility Operation as a premier, first-class commercial public automobile parking facility, and for no other purpose. To diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. All services shall be provided in accordance with the quality standards, specification, policies, and procedures provided by AOC and the Selected Proposer, which may change from time to time at AOC's discretion. The term of the Agreement will be for three (3) years with two (2) one-year option. This RFP establishes a general scope and terms of services that should form the basis for each proposal, and the AOC will tentatively select a successful proposer on the basis of the submitted proposals. However, the AOC hereby notifies all prospective proposers that it reserves the right to enter into discussions with the selected Proposer to negotiate appropriate tailoring of the selected proposal and create a finalized set of terms and conditions for the Agreement.

This RFP is the means for prospective Proposers to submit their proposals to the AOC for the services necessary to provide complete parking facility management as described in this document. The RFP and all addenda will be posted at <http://www.courtinfo.ca.gov/reference/rfp/>.

3. PROJECT DESCRIPTION

The Administrative Office of the Courts is soliciting proposals for the operation and maintenance of the parking facilities located at:

Carol Miller Justice Center,
301 Bicentennial Circle,
Sacramento CA 95826

Facility Specifications:

- Total number of parking spaces: approximately 276 stalls
- Number of spaces for paid parking: 269 stalls
- Number of Machines: 3 machines- 2 are cash/debit, 1 is credit card only
- Estimated Monthly Revenue: Approximately \$30k gross (\$28k net)/month split approximately 50% cash, 25% coins, 25% credit cards
- Number of tickets: Average ticket amount is \$2, with approximately 300-400 paid tickets a day.
- Hours of Operation: 7:30 AM to 4:00 PM

- Employee Parking Lot may be used for overflow public parking when the public lot is at capacity. This occurs about four (4) days a week, during midmorning.
- Site Plan attached (Exhibit C)

4. MINIMUM QUALIFICATIONS

- 4.1. The Proposer shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- 4.2. The Proposer shall have managed commercial parking facilities, structures or facilities for a period of not less than 3 years

5. RESPONDING TO THIS RFP

The AOC has developed the schedule of events (see page 2) showing the key dates for this solicitation process. The RFP and schedule are subject to change, and the AOC does not send notifications of changes to this RFP or the schedule to prospective Proposers and is not responsible for failure of any Proposer to receive notification of any change in a timely manner. Proposers are advised to visit the AOC website (<http://www.courtinfo.ca.gov/reference/rfp/>) frequently to check for changes and updates to the RFP, including the Schedule. Prospective Proposers must take the following actions according to the specified timelines in order to participate in this process.

In order to fully consider your proposal, we request the following

- 5.1. Mandatory Pre-Proposal Meeting: Tuesday, November 24, 2009 at 2:00 PM. Meet at Conference Room 101 on the first floor of the Carol Miller Justice Center at 301 Bicentennial Circle, Sacramento, CA 95833.

Members of the AOC project team will walk the site with prospective proposers and provide an overview of the Project. The RFP process and documents will be discussed Questions will be responded to verbally, however the official and binding response will be the written response posted to the AOC website.

5.2. Organization

Provide a description of your company, including:

- A. Company history
- B. Brief description of company's experience and background, particularly within the local market
- C. Company objectives and philosophies
- D. Key personnel, including brief biographies
- E. List of locations within 100 miles of Sacramento currently under your firms management with approximate stall counts

- F. Provide a detailed description of the practices that demonstrate your firm's history and ability to provide outstanding customer service.

5.3. References

- A. Provide the following:

Provide three references for locations of similar size and scope, with two within 100 miles of Sacramento.

5.4. Accounting/Audit/Internal Controls

- A. Provide samples of the accounting services to be provided including, but not limited to:

- Sample billing statement with accompanying billing system features.

- B. Sample reporting statements which would satisfy the reporting requirements.

- C. Identify the type of internal audit function you have to maintain the integrity and effectiveness of the service program.

- D. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.

5.5. Financial

- A. Provide a monthly flat rate management fee including any proposed annual increases and schedule based on the scope of services outlined in this RFP.

- B. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.).

Optional: Provide a recommendation, and the basis for such, of an alternative fee-based pricing structure which you believe may result in better financial performance, operating efficiency or service for the Facility.

Optional: Provide summary of costs and/or fees Proposer may charge to AOC prior to commencement of the Agreement (e.g., Transportation Management Plan (TMP) consulting, equipment installation, start-up staffing, etc.).

- C. Proposer to provide sample reporting formats including monthly revenues, monthly expenses, monthly ticket counts, monthly validation breakdowns. Proposer to provide samples of secure web based (internet) online revenue management reports, i.e. P&L, activity reports, expenses, etc., Include an estimated stabilized operating expense budget. *Note: AOC may opt to exclude services such as cleaning, signage, security, etc. from the final contract format.*

5.6. Insurance and Risk Management

- A. Provide a copy of your risk management program that would pertain to the operation of the parking facility to include:

- Advise the AOC promptly of all claims or complaints. Additionally, make every effort to process and resolve all claims and complaints arising from the

operation of the Parking Facilities, including, but not limited to, insurance-related claims involving mechanical parking control devices.

- Describe your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.

- B. Provide a summary of the insurance policies under which the insurance required under section 18 Insurance will be provided.

5.7. Miscellaneous

- A. Include any other information you believe would be helpful and valuable in AOC's evaluation of your bid and ANY EXCLUSIONS OR EXCEPTIONS as noted below.
- B. Prepare a detailed operating plan including hours of operation, proposed cleaning program, and audit controls.
- C. Provide a detailed description of additional revenue opportunities you can bring to these Projects with a dollar value for each.
- D. Provide a detailed description of your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.
- E. Provide a detailed description of the signage that will be required to operate the parking facility and to ensure site safety and security.

5.8. Operations/Personnel/Staffing

- A. Describe your method to operate and manage the facility in order to maximize efficiency and revenue.
- B. Provide a staffing scenario to include all shifts based on the following hours of operation and conditions: 7:30am-4:00pm with a 30 minute lunch period to be taken between 11:30am-1:30pm. Shifts are Monday-Friday with the exception of any State Holidays, furloughs or other closures for any reason at the discretion of the AOC.
- C. Meetings and Supervision:
- District Supervisor onsite quarterly
 - Area Supervisor onsite monthly with communications as necessary
- D. Provide procedure for secure cash pick up and security including frequency, personal, and/or vendors.

5.9. Preparing and Packaging Your Proposal

Responsive Proposals should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not

necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFP, and clarity of content.

6.0 PROJECT MANAGEMENT

The Business Services Manager for this RFP process is:

George Santore, Senior Contract Specialist
Administrative Office of the Courts
Business Services
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
OCCM_Solicitations@jud.ca.gov

Any questions regarding the RFP or the RFP process shall be directed in writing to OCCM_Solicitations@jud.ca.gov.

7 Parking Operations and Maintenance Specifications

Subject to the terms and conditions of the Agreement, the successful Proposer is to operate and maintain the Parking Facility Operation as a premier, first-class commercial public automobile parking facility, and for no other purpose. To diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities.

7.1 The specifications listed represent the minimum standards on which the Proposer will review and make further recommendations. The Proposer must clearly define the facility operating specifications and necessary staffing requirements. The final specifications and staffing patterns will be those jointly agreed upon by AOC and Proposer. Proposer shall update such Operational Plan every year as directed by AOC and further agrees to train all its employees on the contents of said plan and all updates. AOC shall have the right to approve all operating policies of the Parking Facilities. The parking facility is to be operated by the Proposer as a commercial parking facility, and shall be used for no other purpose without prior written approval of AOC. The agreement shall not be assigned or subcontracted in whole or in part without the written consent of the AOC,

7.2 Scope of Work: On Site

7.2.1 Daily

- General litter pickup, i.e. cans, bottles, paper, and landscape debris at all areas of parking facility.
- Clean ash urns, empty trash cans, at least twice daily.
- Clean facility booths if applicable. Check oil stains; apply degreaser promptly for stain removal.
- Sweep or wash along curbs, Sweep standing water to drains.
- Maintain barrier gates, equipment, and ticket dispenser.
- Maintain wireless connection

- Patrol entire perimeter of Parking Facility two times daily, in the morning and afternoon for unauthorized parking.
- Issue citations as per AOC's policy.

7.2.2 Weekly

- Power sweep if applicable.
- Perform painting of lot striping as necessary.

Note: AOC may opt to exclude services from the final format of this Agreement

7.2.3 Monthly

- Supervisory inspection of Parking Facility with written report to AOC.

7.2.4 General

- Employees shall be required to wear an identifying uniform, at all times, that has been approved by AOC in advance for acceptance of color and design.

8 Labor and Materials

8.1 The selected Proposer shall furnish, at its own expense, all labor and materials, if any, necessary to carry out the terms of the Agreement. It is the responsibility of Selected Proposer that any equipment provided by Selected Proposer or its employees shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of Selected Proposer. It is also understood that Selected Proposer may use its equipment on other projects.

9 Equipment

9.1 Ticketing and parking payment machines for the Parking Facility are owned by the AOC.

10 Maintenance and Repair

10.1 It is expected that the Selected Proposer will agree to keep the Parking Facilities clean and in a proper state of maintenance and repair other than structural repairs, and at the termination of the Agreement, to leave the Parking Facilities in substantially the same condition as existed at the commencement of the Agreement, normal wear and tear excepted. Selected Proposer shall be responsible for repair and maintenance of any and all parking equipment at AOC's expense, subject to an approved operating budget. Exceptions exceeding the budget amount (except in case of emergencies in which case notification shall be oral) shall be approved in advance in writing from AOC.

11 Additions and Alterations

- 11.1 No additions, alterations, or modifications will be made to the Parking Facilities by Selected Proposer, unless first approved in writing by AOC.

12 Access by AOC

- 12.1 The Judicial Council of California, the Administrative Office of the Courts (AOC), the County of Sacramento, and the Superior Court of California – Sacramento County, including their respective officers, agents, servants, and employees shall have the right to enter and inspect the Parking Facility at any time.

13 Personnel

- 13.1 During the term of the Agreement, all personnel employed to operate the Parking Facility shall be solely the employees of the selected Proposer and shall have no contractual relationship with AOC.

- 13.2 To the extent permitted by applicable law, it is expected that the selected Proposer shall conduct a pre-employment check of each person intended to be employed at this facility, which check shall include the following:

- 13.2.1 Job qualifications, including prior experience and recommendations (if any)
- 13.2.2 Honesty
- 13.2.3 Integrity
- 13.2.4 Driving record, including a valid California State Driver's License
- 13.2.5 Previous criminal activity
- 13.2.6 Court Security background check.

- 13.3 Staffing levels and costs should be identified in the RFP.

- 13.4 Selected Proposer shall remove from the Parking Facility any of the Selected Proposer's employees who are unsatisfactory to AOC. Selected Proposer retains the right to hire and fire its employees and/or to transfer them to other work of the selected Proposer.

- 13.5 Selected Proposer shall maintain personnel on site during hours of operation. Such personnel shall not be removed from the project or transfer to other locations operated by selected Proposer without prior notice to and approval from AOC. Personnel shall not be transferred until a replacement is approved by AOC or selected Proposer and oriented to the project by selected Proposer.

14 Gross Revenues, Operating Expenses, and Operating Surplus

- 14.1 Gross revenues, Operating Expenses, and Operating Surplus are defined as follows:

- A. "Gross Revenues" shall include all revenues received by Selected Proposer or AOC and the value of all discounted, validated and free parking granted by AOC from the parking of vehicles in the Parking Facility.

- B. Operating expense shall include the expenses of providing the management services as set forth in a one year Approved Budget, a copy of which shall be attached to the Agreement, other than (i) expenses of a capital cost nature; (ii) those expenses to be borne by selected Proposer set forth below:
- 1) Wages of supervisory personnel assigned or allocated to the Parking Facility, attendants, cashiers, clerical and audit staff and a charge from Selected Proposer for employee benefits including but not limited to payroll, taxes, social security, workers' compensation insurance, unemployment insurance, group health insurance, and retirement benefits, and a fee for administering such benefits;
 - 2) All sales taxes;
 - 3) Credit card service fees;
 - 4) Telephone expenses;
 - 5) Business taxes, other than franchise taxes on income or profits;
 - 6) License and permits;
 - 7) Insurance, rate, to the extent required
 - 8) Sundry items such as uniforms, tickets and janitorial supplies;
 - 9) Payroll processing and accounts receivable processing expense;
 - 10) Voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by AOC and approved by selected Proposer;
 - 11) Normal maintenance and repairs of the Parking Facility including repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;
 - 12) Legal or audit charges directly attributable to the operation of the Parking Facility other than those performed by the staff of AOC or selected Proposer if approved in advance by the AOC, or that are covered under the terms of one or more of the insurance policies required in this agreement;
 - 13) Costs of special audits performed by selected Proposer's staff auditor for the mutual benefit of AOC and selected Proposer; provided, however, costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out of pocket expenses of the auditor during the period of an approved special audit;
 - 15) Costs of any drug or alcohol screening, DMV reports and background checks of employees and applicants for employment; and
 - 16) Costs of compliance with the Payment Card Industry Data Security Standards.

- C. "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses."
- D. At least 60 days prior to the commencement of the second contract year, Selected Proposer shall prepare and submit to AOC for its approval a proposed operating budget for the next year. The proposed budget shall include all expenses to be paid by Selected Proposer in the operation of the Parking Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI-U). In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, Selected Proposer shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Selected Proposer shall not, without first obtaining the prior written approval of AOC, incur any expense item in excess of the greater of One Thousand Dollars (\$1,000.00) or 110% of the budgeted amount, unless such item is necessitated by an emergency which does not permit Selected Proposer to obtain the prior written approval of AOC; provided AOC shall be informed by the next business day of any such expenditure.

15.2. Receipts and Payments

- A. Selected shall agree that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the Parking Facility for three (3) years.
- B. Selected Proposer shall use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Selected Proposer is not a guarantor of revenues. The gross receipts for each month's operation shall thereafter, on or before the twentieth (20th) day of the succeeding month, be disbursed by Selected Proposer as follows:
- Selected Proposer shall pay all Operating Expenses,
 - Selected Proposer After payment of the agreed upon amounts as directed in the contract and above, the balance of the Operating Surplus shall be paid monthly to the Judicial Council of California – Administrative Office of the Courts in conjunction with Selected Proposer's monthly report to AOC listing Gross Revenues and Operating Expenses generated by the Parking Facility in the preceding calendar month ("Monthly Report"). The Monthly report is to be submitted by Selected Proposer for each month of the term by the twentieth (20th) day of the next succeeding calendar month.

16. Reporting Procedure

- 16.1. The AOC shall receive from and expect accurate, complete and timely reports prepared in accordance with the formats approved by the AOC based on examples provided by Selected Proposer.
- Monthly Statement of Parking Revenue and Expenses

- Monthly Aged Accounts Receivable
- Monthly reconciliation report showing monthly parking contract activity. (New cards issued, cards cancelled etc.)
- Or any other report AOC deems necessary to operate.
- Monthly Operation report with previous month's revenue attached, i.e.: PNL revenue summary and a live check.
- Secure online revenue management software accessible to AOC.

17. Audit:

- 17.1. With no prior notice, either AOC's auditors or an independent auditing or accounting firm may inspect Selected Proposer's books that pertain to the costs incurred in operating the Parking Facilities. AOC shall have the right to audit the current year and the preceding three calendar years.
- 17.2. If the AOC shall have such an audit made for any year and the excess of gross receipts over operating expenses shown by the selected proposer's Statement of Parking Revenue and Expenses should be found to be understated by 3 percent or more, then selected proposer shall pay to AOC the cost of such audit and any monies which shall be due and payable, together with such interest from the date(s) such amount should have been paid to the date of payment at the lesser of (i) Wall Street Journal published Prime Rate plus five percent, or (ii) the maximum rate permitted by applicable law. Such payment shall be made within seven (7) days after notice by AOC.

18. Insurance

18.1 Selected proposer must maintain at its expense the following insurance during the Term of the Agreement:

A. Commercial General Liability. Commercial General Liability Insurance (or comparable Garage Liability insurance) written on an occurrence form with limits of not less than \$5,000,000 per occurrence, and a \$5,000,000 annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent selected proposers, products and completed operations, personal and advertising injury, liability assumed under an insured contract, and fire legal liability. If a Garage Liability insurance policy is used to provide all or a part of the required commercial general liability insurance the coverage provided must include all of the applicable coverage grants found within the commercial general liability insurance policy and the definition of covered "Auto" must include all land motor vehicles, trailers or semi-trailers.

B. Workers' Compensation/Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of selected proposer's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

C. Automobile Liability. If an automobile is used in the performance of the Services Automobile liability insurance with limits of not less than \$2,000,000 per accident. Such

insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.

D. Garagekeepers Liability: Garagekeepers Liability insurance written on an occurrence form with limits of not less than \$2,000,000 per occurrence specific to each parking facility managed under this agreement. The insurance shall cover damage to customer's vehicles in the care, custody and control of the selected proposer. Each policy must include coverage for collision, overturn, and comprehensive perils, and be provided on a direct primary basis.

E. Excess/Umbrella Insurance. Selected proposer may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

18.2 General Policy Conditions:

A. Deductibles and Self-Insured Retentions. Selected proposer is responsible for and may not recover from the AOC, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this section 18.

B. Certificates of Insurance. Selected proposer will provide the AOC with certificates of insurance satisfactory to the AOC, evidencing that all required insurance is in force before Selected Proposer performs any Services, and provide complete copies of each policy upon request.

C. Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A-/VII or better that is authorized to transact business in the State.

D. With respect to commercial general liability automobile liability, garage liability, and garagekeepers liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by State of California, Judicial Council of California, the Administrative Office of the Courts, Superior Court- County of Sacramento, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents.

E. Waiver of Recovery. Selected Proposer waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, automobile liability, garage liability, and garagekeepers liability to also waive any right of recovery it may have against any of the State of California, Judicial Council of California, the Administrative Office of the Courts, , Superior Court- County of Sacramento, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, agents and volunteers for liability arising out of the Services performed by selected proposer under this Agreement.

F. Cancellation. Selected proposer will require an endorsement to each insurance policy required under section 18 that the insurance will not be materially changed or cancelled without 30 days notice to the AOC.

19. SELECTION PROCESS

- 19.1. An evaluation panel composed of predominantly OCCM staff will review and score the Proposals, based on the selection criteria.
- 19.2. If necessary, AOC OCCM will conduct follow up interviews with selected proposers. If AOC OCCM conducts interviews, the interviewers would be held at the AOC offices in Sacramento.
- 19.3. At any time, AOC may contact previous references or clients to verify the experience and performance of the prospective proposer, their key personnel, and their sub-consultants.

20. EVALUATION OF PROPOSALS

20.1. The AOC OCCM will evaluate Proposals using the following criteria:

| Points | Criteria | 100 points maximum |
|--------|---|--------------------|
| 25 | <p><u>Qualifications:</u> Company’s ability to perform all functions necessary in providing the Parking Facility Management services outlined in this RFP</p> | |
| 25 | <p><u>Reporting:</u> Company’s Accounting, Audit and Internal Controls and reporting process and procedure</p> | |
| 25 | <p><u>Experience of Company:</u> Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past.</p> | |
| 25 | <p><u>Cost:</u> The cost evaluation will based on company’s cost breakdown provided for staffing, services, management fee and operations and deemed to be in the best overall interest of the AOC</p> | |

21. ADDITIONAL REQUIREMENTS

- 21.1. Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete proposals and/or proposals received after the deadline may be rejected without review.
- 21.2. Proposers may submit questions to the AOC via e-mail to occm_solicitations@jud.ca.gov no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted. Please use Attachment D – Form for Submission of Questions, when submitting your questions.
- 21.3. All notices, clarifications, and addenda to this RFP will be posted on <http://www.courtinfo.ca.gov/reference/rfp/>. Please monitor that website for all information regarding this RFP; the AOC is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective proposers to remain apprised of changes to the RFP.

22. DISABLED VETERAN PARTICIPATION GOALS

- 22.1. The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). The AOC is subject to this participation goal. The AOC will require that the **selected** Service provider (s) demonstrate DVBE compliance and complete Attachment B, DVBE Participation Form, when responding to this RFP and when bidding the Project for Construction. If it would be impossible for the selected Consultant to comply, explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation would be required. Sample information and forms follow as part of the Administrative Rules Governing the Request for Proposals. 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.
- 22.2. **Please note that DVBE documentation is not submitted with the Proposal, but is to be submitted only if the proposer is selected for services.** Attachment B, DVBE Participation Form is attached for reference.

ATTACHMENT A
JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. *General*

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A proposer's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. *Errors in the solicitation document*

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

C. *Questions regarding the solicitation document*

1. If a proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer 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 proposer will be notified.

2. If a proposer submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the proposer may submit a written request that the solicitation document be changed. The request must set forth the recommended change and proposer's reasons for proposing the change. Any such request must be submitted to the project Proposer listed in Section 9 of the RFP by the proposal due date and time listed on the cover letter of this RFP.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the proposers to whom the solicitation document was sent. If any proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the project Proposer listed in Section 9 of the RFP no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

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

F. Evaluation process

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

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

G. Rejection of bids

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

H. Award of contract

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

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a proposer may delay execution of a contract

2. A proposer submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. General

Failure of a proposer to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer 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 the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A proposer submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The proposer has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The proposer believes that the AOC has incorrectly selected another proposer submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

4. Form of Protest

A proposer who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. 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 address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

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 protestor 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.

5. Determination of Protest Submitted Prior to Submission of Proposal

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 submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the proposer 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 proposer. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision 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 Proposer, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The proposer's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the proposer filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or 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 Proposer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Proposer shall constitute the final action of the AOC.

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for 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 recommend any combination of the following remedies:

- a. Terminate the contract for convenience;

- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

L. *News releases*

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

M. *Disposition of materials*

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

N. *Payment*

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

(DVBE forms follow)

ATTACHMENT B

DVBE PARTICIPATION FORM

Proposer Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Judicial 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)*

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A - COMPLIANCE WITH DVBE GOALS

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

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
SOLICITATION

PRIME PROPOSER

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/SUBCONTRACTORS/CONTRACTORS/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 Proposer</i> | |
| <i>Signature of Person Signing for Proposer</i> | |
| <i>Name (printed) of Person Signing for Proposer</i> | |
| <i>Title of Above-Named Person</i> | |
| <i>Date</i> | |

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.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

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

| <i>Source</i> | <i>Person Contacted</i> | <i>Date</i> |
|---------------|-------------------------|-------------|
| | | |
| | | |
| | | |

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

| <i>Source</i> | <i>Person Contacted</i> | <i>Date</i> |
|---------------|-------------------------|-------------|
| | | |
| | | |
| | | |
| | | |

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

| <i>Publication</i> | <i>Date(s) Advertised</i> |
|--------------------|---------------------------|
| | |
| | |
| | |

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

| <i>Company</i> | <i>Person Contacted</i> | <i>Date Sent</i> |
|----------------|-------------------------|------------------|
| | | |
| | | |
| | | |
| | | |

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

| | |
|---|--|
| <i>Company Name:</i> | |
| <i>Contact Name & Title:</i> | |
| <i>Telephone Number:</i> | |
| <i>Nature of Work:</i> | |
| <i>Reason Why Rejected:</i> | |

| | |
|---|--|
| <i>Company Name:</i> | |
| <i>Contact Name & Title:</i> | |
| <i>Telephone Number:</i> | |
| <i>Nature of Work:</i> | |
| <i>Reason Why Rejected:</i> | |

| | |
|-----------------------------|--|
| <i>Company Name:</i> | |
|-----------------------------|--|

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

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

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; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

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

End of RFP Form