



Request for Proposals

**NEW LONG BEACH COURT
BUILDING**
MAY 15, 2009

Closing Date: 2 p.m. (local time) on
October 26, 2009

Delivery Address:

Contact Person:
E-mail address:



**ADMINISTRATIVE OFFICE
OF THE COURTS**

**OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT**



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SECTION 1 - INTRODUCTION

1.1 Introduction to the Procurement

Proposers are invited to prepare a proposal for a new court building in Long Beach, California. The project represents a groundbreaking opportunity to participate in an effort of significance not only to the Long Beach community, and the State's judicial branch, but to the people of the State of California as a whole. This project is one of the first to build a courthouse in the United States using the funding/constructing/operating model described in this Request for Proposals, and, as such, the project has potential national significance. Proposers must exhibit a strong understanding of this project's broader significance.

The Administrative Office of the Courts (AOC) intends for every new court facility to represent the judicial branch and its goals, and to reflect the State of California's commitment to the rule of law in our society. As with every court facility, the AOC requires that the project reflect the dignity of the judicial system in California, and the importance of the activities within the courthouse to the people of California. The AOC intends this project to create a facility that reflects the judicial branch's goal of furthering an efficient, effective, and accountable court system, and most importantly, providing greater access to justice for the people of California now and in the future.

The AOC seeks a project company that demonstrates excellence in its ability to deliver the project's functional requirements. Each proposer responding to this Request for Proposals will be challenged to employ the best in architectural and urban design principles, and to demonstrate that its proposal meets and exceeds the basic requirements to design, construct, finance, operate, and maintain a court building. The resulting project must be operationally efficient, socially responsive, environmentally conscious, and provide long-term economic value to the judicial branch of California.

The AOC seeks a project company that will help the AOC succeed in this innovative, performance-based approach to the development and operation of a court building. The AOC will select the proposer who will best help the AOC leverage this unique public infrastructure development opportunity to integrate design, construction, and operations into a facility that yields better value than is possible with traditional project delivery methods, and that achieves the judicial branch's goals for the State's court system.

This project also offers an opportunity to create long-term assets for both the California judicial branch and the selected project company. Thus, the AOC encourages proposers to review this Request for Proposals and confer with the AOC at the appropriate times described in this RFP while developing their proposals. The proposal development phase will begin what the AOC intends to be a strong and positive working relationship with the selected project company throughout the 35-year term of the proposed project agreement.

SECTION 1 - INTRODUCTION

1.2 Purpose of this RFP; Use of Capitalized Terms

The purpose of this Request for Proposals (RFP) is to invite each proposer listed in Section 1.3 below (Proposer) to submit competitive proposals for designing, building, financing, commissioning, operating and maintaining a new court facility (Court Building) in Long Beach, California, and designing, renovating, financing, commissioning, operating and maintaining an existing parking structure (Parking Structure) in proximity to the Court Building (together, Project). The firm selected by the AOC under this RFP is referred to as the “Preferred Proposer.”

The Project will be governed by a long term agreement (Project Agreement) between the Preferred Proposer and the AOC. A draft of the Project Agreement is attached to this RFP (Draft Project Agreement). The Preferred Proposer after it executes the Project Agreement with the AOC is referred to as the “Project Company.”

Capitalized words, abbreviations, and terms used in this RFP have the meanings set out in Section 6 of this RFP, or the Draft Project Agreement. If there is a term defined in both, and their definitions conflict, the definition in the Draft Project Agreement will prevail.

1.3 Eligibility to Participate in this RFP

The AOC issued a Request for Qualifications (RFQ), reference OCCM 081105, and selected the following Proposers to participate in this RFP:

- Balfour Beatty Capital Inc.
- California Judicial Partners LLC
- Lankford-Phelps Long Beach Developers LLC

Only these three Proposers are invited and will be permitted to submit Proposals in response to this RFP.

1.4 Structure of this RFP

This RFP includes this document (including Introduction, Project Description, RFP Procurement Process, Proposal Terms and Conditions, Evaluation, and Definitions and Interpretations) and the following exhibits:

- Exhibit A - Submission Requirements
- Exhibit B - Consulting Agreement
- Exhibit C - Proposal Form
- Exhibit D - Safety Record
- Exhibit E - Pricing Schedules
- Exhibit F - Project Agreement Comments Form
- Exhibit G - Relationship Disclosure Form
- Draft Project Agreement, including Performance Standards and Management Standards

1.5 Project Timeline

Following is the AOC’s estimated timeline for achievement of certain Project milestones, which is subject to change by the AOC at its discretion.

	Timeline
AOC issues RFP and Draft Project Agreement to Proposers	May 15, 2009
Proposers execute and deliver Consulting Agreement to AOC	Within 10 Business Days of RFP Issue Date
Proposers and AOC hold Collaborative Discussions	To be scheduled between June 2 and August 20, 2009
AOC issues final Draft Project Agreement	September 13, 2009
Closing Date occurs	October 26, 2009
AOC selects Preferred Proposer	January 2010
Preferred Proposer and AOC execute and deliver the Project Agreement	3 months after selection of Preferred Proposer
Financial Close occurs	3 months after selection of Preferred Proposer
Project Company begins construction	4 months after selection of Preferred Proposer
Project Company completes construction	24 months or sooner after construction commencement

1.6 Documents Referenced; Summaries

This RFP summarizes and refers to other documents, including exhibits to this RFP. The summaries and other references to terms or conditions of any other document are intended for convenience only. If any ambiguity arises between the terms of the document referred to in this RFP and the document itself, the terms of the document will prevail.

1.7 RFP Website

The AOC will make a password-protected website available to share AOC documents and facilitate collaboration during the RFP phase (RFP Website). The RFP Website, [intentionally left blank], contains selected documents the AOC has identified as relevant to the Project, the Court Building Site, or the Parking Structure Site, and that may be useful to Proposers. The AOC does not make any representation as to the relevance, accuracy, or completeness of any of the information available on the RFP Website except as the AOC may advise in writing with respect to a specific document.



SECTION 2 - PROJECT DESCRIPTION

2.1 Background

The Judicial Council of California (Judicial Council), 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, and real estate and asset management of facilities for the superior and appellate courts of California.

In June 2007, the AOC completed a review of a potential project to repair or replace the existing court building in the City of Long Beach, California (City). Based on an analysis of the relative costs and benefits of new construction versus repair of the existing court building, AOC staff recommended that the State construct an entirely new facility to replace the existing court building. This option addresses a current space shortfall; increases security; replaces a seismically and functionally deficient facility; addresses current accessibility issues; and provides space for future growth. The new building will provide an unprecedented full-service location for judicial services in the south district of Los Angeles County.

AOC staff also recommended that the project be developed utilizing a public-private partnership delivery method, which is referred to in this RFP as “Performance-Based Infrastructure” or “PBI” delivery. This delivery method gives the State an opportunity to receive a new court facility that is anticipated to reduce the State’s total capital and operating costs through the PBI entity’s ability to leverage revenues from non-court uses of the new building and other means developed by the Project Company.

Through language in the Budget Act of 2007, the State directed the Judicial Council to investigate using a PBI arrangement for the project, and authorized the Judicial Council to enter into multi-year agreements for the project, subject to notice to the State Legislature, and approval by the State’s Department of Finance that the Project agreements meet “established performance expectations.” (Stats. 2007, ch.171.) The State also amended the Trial Court Facilities Act (Gov. Code, § 70301 et seq.) to add a process for the Judicial Council, the Department of Finance and the State Legislature to evaluate and approve proposals that include a PBI component. (Gov. Code, § 70391.5, added by Stats. 2007, ch. 176.)

The Department of Finance approved and reaffirmed approval of this court facility procurement, and notified the Joint Legislative Budget Committee in accordance with the above legislation. Key correspondence with the Department of Finance and Joint Legislative Budget Committee is available on the RFP Website.

2.2 The Project

The Project includes designing, constructing, financing, operating, commissioning, and maintaining the Court Building; and designing, renovating, financing, operating, commissioning

and maintaining a separate, existing parking structure (Parking Structure) and other services and work as set out in the Project Agreement.

The Court Building will provide space and services for a high volume of criminal, traffic, civil, and family judicial proceedings in the Superior Court of California, County of Los Angeles (Superior Court). The Project must include 31 courtrooms, with accompanying holding cells, administrative office space, and secure parking. The Project must also include office space which will be used by the County of Los Angeles (County), additional office space to be made available to commercial tenants, and space for retail tenants. Details regarding the space requirements and configuration are provided in Section 2.4, below, and in the Performance Standards.

2.3 Project Description

It is anticipated that the AOC will lease all or a portion of the Court Building Site to the Project Company under a 50-year Ground Lease, which the Project Company may use to ensure the AOC's performance of the Project Agreement. A draft of the Ground Lease is attached hereto as Transaction Form E to the Draft Project Agreement. The Project Company will lease back to the AOC that portion of the Court Building to be used for Superior Court purposes.

The Project Company will be required to sub-lease a stated amount of office space to the County for its justice-related agencies (County Office Space). The Project Company will also be required to include in the Project and sub-lease to tenants a stated minimum of commercial office space, and a stated minimum of retail space to support the Superior Court, the County, and the commercial tenants, among others (respectively, Commercial Office Space and Retail Space). The Project Company will be able, but not required, to design the Project to provide more than the stated minimum of Commercial Office Space and Retail Space. The AOC requires an option to take occupancy of all or any portion of the Commercial Office Space and Retail Space and, if any, the additional Commercial Office Space and additional Retail Space, at stated intervals in the future. The AOC's option is more fully described in the Draft Project Agreement and Ground Lease. The County Office Space, Commercial Office Space, Retail Space, additional Commercial Office Space and additional Retail Space are collectively referred to in this RFP as the "Leased Space."

2.4 Building Space Program

The table below summarizes the minimum area in the Court Building estimated to be necessary to accommodate the Superior Court space requirements, the County Office Space, and the minimum required Commercial Office Space and Retail Space. This information is provided to indicate the approximate size of the new Court Building. A detailed functional and space program is provided in the Performance Standards.

The approximate gross area estimated for the Superior Court space includes the following required elements, although Proposers are not restricted to these elements alone, or to the estimated space allocated to each element:

SECTION 2 - PROJECT DESCRIPTION

- 28 multi-purpose trial courtrooms each with adjacent secure holding;
- two arraignment courtrooms adjacent to central in-custody holding;
- one traffic courtroom;
- Superior Court administration offices; and
- a below grade, secure vehicle sallyport, central in-custody holding area with an approximate capacity of 250 in-custody defendants, 35 secure parking spaces, and related support spaces.

Component	Approximate gross area (sq. ft.)
Superior Court ¹	379,000
County Office Space	61,400
Retail Space ²	9,200
Commercial Office Space ³	37,400
Minimum Total Building Gross Area ⁴	487,000

2.5 Certain Design Considerations

The AOC is open to creative designs that meet or exceed the AOC’s functional and operational requirements. Proposers are encouraged to identify for potential action by the AOC particular elements of the Performance Standards or other design criteria incorporated into this RFP that would preclude AOC consideration of promising designs.

As noted, the Project includes the design, renovation, financing, operation, commissioning and maintenance of the Parking Structure, which will provide parking for Court Building staff, jurors and other Project users, including tenants in the Leased Space. The Project Company may construct additional parking on the Court Building Site. However, no public parking will be allowed directly below or directly adjoining the Court Building.

The existing Long Beach courthouse is linked by tunnel to the detention facility in the City’s Police Department Building located at 400 W. Broadway (City Jail). This facilitates transporting in-custody detainees between the City Jail and the existing court building. The scope of this

¹ Includes secure parking within the Court Building.

² Minimum space required; additional amount, if any, to be determined by the Project Company.

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

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

Project does not include a transport tunnel to the City Jail. The AOC will not be responsible for the costs of design, construction, commissioning, maintaining, or operating a transport tunnel to the City Jail.

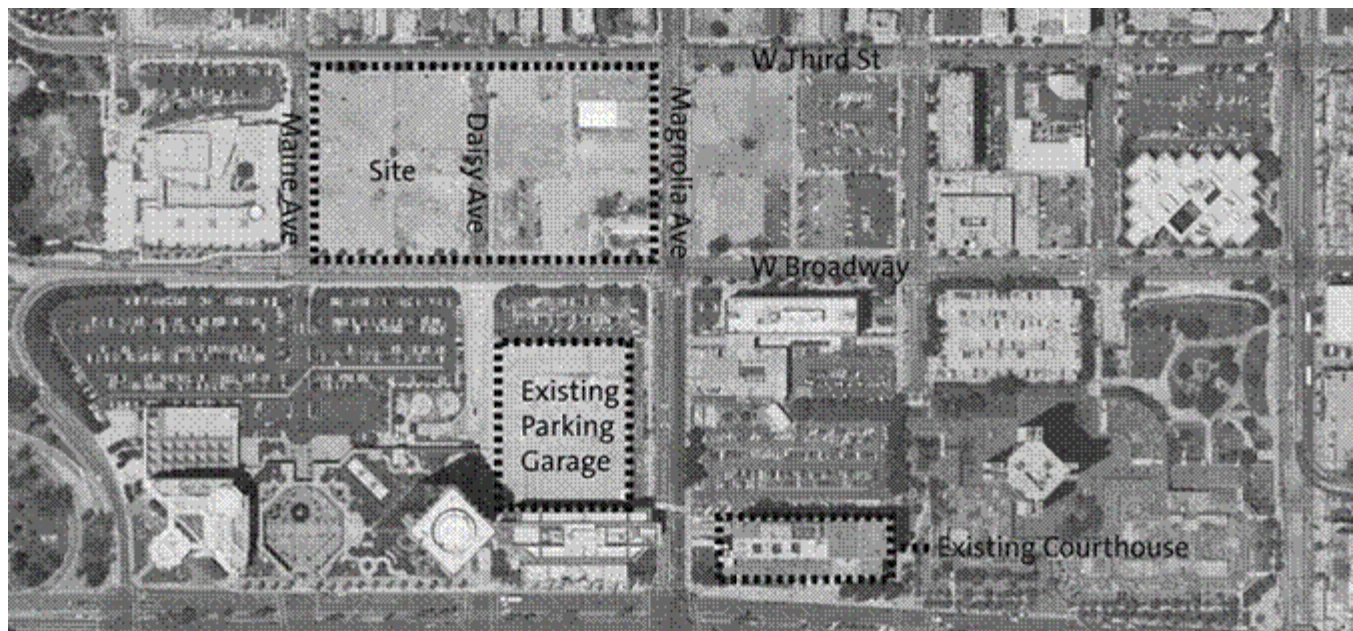
However, in order to facilitate future City plans regarding the construction of a transport tunnel, Proposals may not preclude a future tunnel connection of the City Jail to the new Court Building central holding unit. The Project Company will be encouraged to meet with the City's Police Department to investigate whether, by separate agreement with the City and independently of this Project, the potential exists for the Project Company to commence design and construction of a tunnel connection during the construction of the Project.

2.6 Project Site

The proposed site for the new court building (Court Building Site) comprises approximately six acres located northwest of the existing court building, and is currently owned by the Long Beach Redevelopment Agency (RDA). As indicated below, the Court Building Site is bounded by West Broadway, Maine Ave., West 3rd St., and Magnolia Ave.

The AOC and the RDA have reached an agreement in principle whereby the AOC will acquire the Court Building Site from the RDA. The AOC and the RDA anticipate executing an agreement for the transfer of title to the Court Building Site to the AOC, which will be subject to CEQA clearance and administrative approvals anticipated to be obtained during the Proposal phase. The parties anticipate title will transfer before or concurrently with Financial Close under the Project Agreement.

The Parking Structure is located at 101 Magnolia Avenue (Parking Structure Site). Title to the Parking Structure Site is in the process of being transferred to the State by agreement with the County. The AOC anticipates the transfer of title will be complete by July 10, 2009.



2.7 Site Requirements; Optimization

Proposers must submit a Proposal for the Project utilizing the Court Building Site for the Court Building, and the Parking Structure Site for the Parking Structure. The Court Building Site is significantly larger than is required to construct the Court Building with the stated minimum space requirements detailed by the AOC in the Performance Standards.

As stated in the Performance Standards, a key objective of the AOC is to allow future site use flexibility. Proposals will be judged in part on how the Court Building Site is used to provide expansion capacity for the AOC, to reduce the AOC's Service Fee, or to utilize the space for related complementary activities that will reduce the overall cost of the Project to the AOC. The Parking Structure Site and Parking Structure may be similarly optimized.

The site plan included with each Proposal must encompass the entire Court Building Site, and include landscaping and maintenance of portions that are undeveloped.

2.8 Differing Site Conditions

The AOC has performed a geotechnical site investigation specifically for this Project and has posted to the RFP Website a *Preliminary Geotechnical Investigation*, dated April 21, 2009, prepared by Zeiser Kling Consultants, Inc., that contains information about subsurface conditions at the Court Building Site (Geotechnical Report). Proposers are expected to carefully review the Geotechnical Report when preparing their Proposals.

Proposers may assume the information set forth in the Geotechnical Report is accurate for purposes of preliminary design. Proposers must provide detailed descriptions of the information and assumptions used to price the Design-Build Work based upon such information. Proposers are not permitted to undertake any further geotechnical investigation or analysis at the Court Building Site before selection of a Preferred Proposer. The Preferred Proposer will be allowed to undertake investigations and analyses as described in section 1.3 of Section 4 of the Performance Standards during negotiations of the final Project Agreement. Before executing the final Project Agreement, the AOC will negotiate equitable adjustments to the Preferred Proposer's proposed Service Fee based on the findings of such investigations and analyses provided they can be shown to materially differ from the assumptions stated in the Preferred Proposer's Proposal based upon the information set forth in the Geotechnical Report.

Following execution of the Project Agreement, the Project Company will be responsible for all geotechnical conditions present at the Court Building Site, and will not be entitled to any further adjustments to the Service Fee or adjustment to the Scheduled Occupancy Date by reason of the discovery of any Differing Site Conditions.

2.9 Regulated Site Conditions

The AOC has performed a Phase II environmental assessment specifically for this Project, and will post the Phase II Investigation report, dated August 2008 prepared by Earth Tech Inc., on the RFP Website. The Phase II Investigation report contains information about potential Regulated Site Conditions (hazardous substances) at the Court Building Site (Environmental Assessments).

The AOC believes that no further environmental assessment work is required in light of the information developed in the Environmental Assessments. The Project Agreement will provide that the discovery of any Regulated Site Condition during construction that was not identified and disclosed in the Environmental Assessments will constitute a Relief Event.

2.10 Proposer Due Diligence and Investigation

Proposers must satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed services and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of Proposals. The Preferred Proposer is solely responsible for conducting its own independent research and due diligence for negotiation of the final Project Agreement, and subsequent delivery of the Contract Services. Information derived from any part of this RFP, or from the AOC or its advisors does not relieve the Project Company from any risk associated with providing the Contract Services and meeting the requirements of this RFP. The AOC and its advisors are not responsible for the completeness or accuracy of any information presented in this RFP or otherwise distributed or made available during the procurement process.

2.11 Project Company's Governmental Approval Requirements

The Project Company will be responsible, at its own cost and expense, for obtaining all Governmental Approvals necessary for the Project, and for performing all work under the Project Agreement in accordance with Applicable Law. The Project Company is solely responsible for ensuring that the design of the Court Building and of the renovations to the Parking Structure comply with Applicable Law, and for obtaining any modifications of Governmental Approvals required, including any necessary to accommodate its proposed design.

The RDA has acknowledged that the City's zoning and planning restrictions will not apply to the Project and is preparing a new Downtown Community Plan for the area that includes the Court Building Site. The AOC and RDA anticipate that the Downtown Community Plan will accommodate the Project as accepted by the AOC. The RDA will participate with the AOC in certain of the Collaborative Discussions.

2.12 CEQA Compliance

The AOC is currently in the process of analyzing under the California Environmental Quality Act the environmental impacts of a prototypical project with an estimated total building gross area on the Court Building Site and Parking Structure Site. The document containing this analysis will be posted on the RFP Website on the day the AOC files its Notice of Completion. In accordance with the requirements of CEQA the AOC will not make any commitment or decision to proceed with any proposal until the environmental review has been completed. Therefore, the State retains its rights under CEQA to conduct a full evaluation of the proposed project's environmental impacts, feasible alternatives to the project, and feasible mitigation measures, adopt mitigation measures and/or alternatives, and/or decide not to proceed with the project due to any significant, unmitigated environmental impacts.

Further CEQA review may be required for proposals that are likely to have impacts that are materially different from the impacts of the prototypical project analyzed in the AOC's CEQA document. Proposers will be responsible for preparing and paying for all such additional CEQA analysis and review, and will submit such analysis to the AOC for its review and determination as the lead agency. In reviewing any such additional CEQA analysis, the AOC will use its independent judgment and will retain all of its rights and powers under CEQA as described above. The Project Company will be responsible for performing its obligations under the Project Agreement in compliance with the applicable CEQA requirements and documentation.

2.13 Surveys

The AOC has completed the following, which will be posted on the RFP Website:

- Preliminary Geotechnical Investigation, 4/21/2009, Zeiser Kling;
- ALTA Property Survey, 5/4/2009, RBF Consulting;

- Environmental – subsurface hazardous materials Phase II Investigations report, 8/20/2008, Earth Tech Inc.;
- Underground Utility relocation study, 2/27/2009, City of Long Beach; and
- Parking Structure structural evaluations and observation reports completed in 2008 by Rutherford & Chekene Structural Engineers.

In addition, the AOC will post or otherwise provide to Proposers available documents concerning the Court Building Site and the Parking Structure Site, including the AOC’s CEQA document and the agreements between the County and the AOC regarding the Parking Structure.

2.14 Summary of Key Terms

Following is a general summary of key commercial terms of the Project. The Project Agreement, including the Performance Standards and Management Standards, will contain the full description of the rights and obligations of the Project Company and the AOC with respect to the Project. The Draft Project Agreement attached hereto incorporates and describes the following key commercial terms:

Project Element	Description
General	The Project Company is responsible for designing, building, commissioning, financing, and maintaining the Court Building; designing, renovating, commissioning, and maintaining the Parking Structure; and for providing specified Operating Services.
Project Financing	The Project Company has exclusive responsibility for financing the entire Project including design, construction, commissioning, operations and long-term maintenance.
Term	The Term of the Project Agreement is 35 years from the Occupancy Date. The Term may be extended only for certain specified Relief Events. The Ground Lease will terminate when the Project Agreement expires, but will survive for up to 50 years if the Project Agreement is terminated for AOC’s default and the AOC does not pay the required termination payment or for certain other events.
Insurance	<p>During the Design-Build Period, the Project Company will be required to obtain the following types of coverage: (i) Builder’s Risk; (ii) Errors and Omissions; (iii) Commercial General Liability; (iv) Commercial Automobile Liability; (v) Workers’ Compensation and Employer’s Liability; and (vi) Contractor’s Pollution Liability.</p> <p>During the Operating Period, the Project Company will be required to obtain the following types of coverage: (i) Property; (ii) Boiler and Machinery; (iii) Business Interruption; (iv) Commercial General</p>

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Project Element	Description
	Liability; (v) Commercial Automobile Liability; (vi) Workers' Compensation and Employer's Liability; (vii) Contractor's Pollution Liability; (viii) Environmental Impairment; (ix) Directors and Officers; and (x) Employee Dishonesty.
Service Fee	<ul style="list-style-type: none"> • No payments from the AOC to the Project Company will occur before the Occupancy Date. • There will be no bonus or early payments to Project Company should the AOC be able to occupy the Court Building in advance of the Occupancy Date. • If the Occupancy Date does not occur before a stated Longstop Date, the AOC will have termination rights under the Project Agreement and Ground Lease. • The AOC will make payments to the Project Company under the Project Agreement (Service Fee) subject to appropriation. • The frequency and schedule components of the Service Fee are set out in the Draft Project Agreement.
Permitting, Design and Construction	<p>The Project Company will be responsible for all permitting, design and construction, including:</p> <ul style="list-style-type: none"> • Development of the initial design with the AOC to ensure the design meets operational and other requirements • Investigations, due diligence and research on the Court Building Site and Parking Structure Site as deemed necessary by the Project Company to perform its work • Obtaining required approvals by authorities with jurisdiction • Construction of the Court Building and renovation of the Parking Structure • Site clearing and preparation for, and provision of, utilities for the Project; improvements to street frontage; and pedestrian improvement at street intersections adjacent to the Court Building Site and Parking Structure Site • Compliance with mitigation measures identified in the final CEQA documentation • Design and procurement of furniture, fixtures and equipment • Commissioning of the Court Building and Parking Structure <p>The AOC will review and comment on any proposed design and has the</p>

Project Element	Description
	<p>right to assure that the evolved design is consistent with the Design Requirements and the Secondary Design Criteria.</p> <p>An Independent Building Expert will be engaged jointly by the AOC and the Project Company to carry out peer review, plan check, construction inspection and testing as described in the Project Agreement.</p>
Management Standards	<p>The Project Company will be responsible for operation and management of the Project and compliance with the Management Standards, including:</p> <ul style="list-style-type: none"> • Facilities Maintenance and Repair, including capital maintenance • Infrastructure Management • Grounds Maintenance • Janitorial Services • Parking Services • Security Services at the Parking Structure and Parking Structure Site (but not Security Services at the Court Building Site and Court Building) • Solid Waste Management, including recycling and removal • Pest Control Services <p>The functions that are the responsibility of the Project Company are described in detail in the Management Standards. The Draft Project Agreement does not require the Project Company to provide Operating Services to the Leased Space and does not permit the Project Company to provide security services to the Court Building Site and Court Building to the extent proscribed under the Superior Court Law Enforcement Act of 2002, as amended.</p>
Maintenance and Handback Requirement	<p>The Project Company will maintain and return the Court Building and the Parking Structure to the AOC in a specified condition at the end of the Term.</p>
Parking Services	<p>The Project Company will be required to operate and maintain the Parking Structure. The Parking Structure must remain open and operational to specified limits during renovation of the Parking Structure.</p>

2.15 LEED and Energy Considerations

The Court Building must achieve LEED Silver Certification throughout the Term in accordance with project requirements and must be designed to consume at least 15% less energy than

allowed by the California State Building Code. The LEED requirements for the Project are contained in the Performance Standards and Management Standards.

2.16 County Space

The AOC has agreed with the County to make space in the Court Building available for rental to the County for certain justice-related activities. The Project must be designed to include approximately 61,000 gross square feet of shell and core office space for use by the County as described in the Performance Standards.

The AOC will provide Proposers with an assumed rental rate to be used by Proposers for the purposes of submitting a Proposal on the Project. However, the Preferred Proposer will be responsible for negotiating the final terms of its sublease agreement with the County for the County Office Space. The following summarizes the required terms on which the Project Company must sublease the County Office Space to the County, the details of which can be found on the RFP Website:

- a. Services. Subject to the terms of the lease between the County and the Project Company, the Project Company may provide facilities management and long-term maintenance to the County.
- b. Rent and Term. The County will negotiate rent and term provisions based on the terms set forth in the County's April 7, 2009, letter to the AOC, which is available on the RFP Website. These terms include a range of rent amounts applicable to specified portions of the County Space, and the length of the County's sublease term.

2.17 Parking Structure

The AOC has conducted various studies concerning the condition of the Parking Structure and will make such studies available to Proposers on the RFP Website. The Proposers will be given the opportunity to inspect the Parking Structure and review the studies conducted by the AOC. The Project Agreement will obligate the Project Company to assume risks related to the condition of the Parking Structure, including the risk of latent structural defects. The Required Insurance is expected to insure against these risks.

The AOC will hold title to the Parking Structure, and will assign to the Project Company the AOC's operations and maintenance responsibilities under the AOC's Joint Occupancy Agreement with the County, which will be available on the RFP Website. The Project Company will be required to maintain the Parking Structure throughout the Term to the standard specified and as detailed in the Management Standards. The Project Company must provide a specified number of assigned spaces in the Parking Structure for use by Superior Court and County employees.

The Performance Standards contain requirements applicable to the renovation of the Parking Structure, including the maintenance of spaces required to be operational during construction. The required renovations include certain works to be undertaken to improve the functional quality and to extend the useful life of the Parking Structure, including work necessary to:

- Strengthen and repair certain structural components to improve the structure’s overall response to lateral forces;
- Repair concrete deterioration throughout, and improve storm water drainage on the top deck; and
- Improve all interior spaces, directional signage, and pedestrian circulation.

2.18 Furniture, Fixtures and Equipment

The Project Company will be responsible for providing specified furniture, fixtures and equipment (FF&E) for the Superior Court space and public spaces within the Project, but will not be responsible for maintenance and replacement of furniture and moveable equipment. The FF&E requirements will be determined after selection of a Preferred Proposer, and the Project Company and AOC will cooperate in the design of the FF&E and, in doing so, the AOC will consult with the Superior Court. For the purposes of submitting a Proposal each Proposer will assume an allowance of \$31 million for FF&E, which the Project Company will be required to finance. This allowance is the AOC’s opinion of the probable cost of the FF&E not including financing. In addition, there will be certain shared FF&E costs with the County that must be further defined and negotiated.

The Superior Court space and public spaces within the Court Building will include complete/integrated interiors that will include all of the furniture (both new and relocated), fixtures, and equipment specific to the building (such as security devices and sound reinforcement equipment). Telecommunication cabling, raceways, racks and outlets, including cabling infrastructure, testing, and certification to outlets and racks, are part of Project construction and are not FF&E. Specific definition of FF&E items and estimated timing of the purchase (and, therefore financing requirements by the Project Company) will be provided by the AOC during the Proposal phase.

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SECTION 3 - RFP PROCUREMENT PROCESS

3.1 Collaborative Discussions

Before the Closing Date, the AOC will make available at its discretion certain of its personnel, consultants and advisors (AOC Representatives) to participate in separate meetings with each Proposer (Collaborative Discussions). Following the release of this RFP, the AOC will determine specific dates for one or more Collaborative Discussions with each Proposer. The following apply to all Collaborative Discussions:

- a. The purposes of the Collaborative Discussions include (i) providing the AOC Representatives with information regarding the Proposers' designs and design concepts, (ii) providing Proposers with comments and feedback from the AOC on particular solutions Proposers may be considering, (iii) providing an opportunity for the Proposers and the AOC Representatives to discuss issues such as innovation in the Project, and future use and development of the Project, (iv) providing Proposers with the opportunity to discuss the Draft Project Agreement with the AOC Representatives, and (v) other purposes established by the AOC.
- b. Each party will provide the other with a list of issues it would like to discuss at least five Business Days in advance of each meeting. The AOC will coordinate these lists and issue an agenda to the Proposer two Business Days before each meeting. Agendas may differ from Proposer to Proposer.
- c. Proposers may have such officers, directors, employees, consultants, and agents of the Proposer and the Proposer Team members present at each meeting as the Proposer considers necessary for effective communication with the AOC, and to fulfill the objectives of the meeting. In addition, Proposers will use all reasonable efforts to have present at each meeting any and all specific officers, directors, employees, consultants, and agents of the Proposer and Proposer Team members as may be requested by the AOC.
- d. Any comments provided by or on behalf of the AOC during any meeting, and any positive or negative views, encouragement, or endorsements expressed by or on behalf of the AOC during a meeting, will not in any way bind the AOC, and will not be deemed or considered to be an indication of a preference by the AOC even if adopted by the Proposer.
- e. If a Proposer wishes to rely upon anything said or indicated at a meeting, the Proposer must submit a written Request for Clarification seeking confirmation from the AOC of specific information in written form and, if such information relates to a provision of this RFP, request an addendum to this RFP clarifying and amending the provision in question.

SECTION 3 – RFP PROCUREMENT PROCESS

- f. The AOC will use reasonable efforts to distribute to all Proposers any new information provided by the AOC to any Proposer during a meeting, except that information the AOC determines is related to items the AOC agrees will be treated as confidential under Section 5.9 of this RFP.

The AOC may in its discretion schedule one or more additional meetings with any one or more Proposers. Unless the AOC advises Proposers that an additional meeting is mandatory, each additional meeting may be considered optional, and any Proposer may decline to attend by delivering written notice to the Contact Person at least three Business Days before the scheduled date for the additional meeting.

The AOC may issue policies and procedures clarifying, expanding, simplifying, or otherwise amending this meeting process either by a formal Addendum to this RFP or by other written communication to the Proposers.

The estimated timeline for the Collaborative Discussions, which is subject to change by the AOC at its discretion, is as follows:

Approximate Timeline	Legal/Commercial	Design/Construction	Facilities Management
6/2 thru 6/4/2009		Half-day meetings with each Proposer	
6/2 thru 6/4/2009			Half-day meetings with each Proposer
6/19/2009	Proposers submit Proposer Agreement Comments Form		
6/23 thru 6/26/2009	Full-day meetings with each Proposer to review comments		
7/8 thru 7/10/2009		Full-day meetings with each Proposer	
7/15 thru 7/17/2009			Full-day meetings with each Proposer
7/15/2009	Proposers submit list of items for further discussion		
8/12 thru 8/14/2009		Full-day meetings with each Proposer	
8/4/ thru 8/6/2009	Full-day meetings with each Proposer to review comments		

8/18 thru 8/20/2009			Full-day meetings with each Proposer
8/28/2009	Proposers submit final comments		
9/13/2009	AOC issues Final Project Agreement		

3.2 **Comments on the Draft Project Agreement**

Each Proposer must identify issues or specific provisions of the Draft Project Agreement, including all Transaction Forms and Appendices, that the Proposer requests to have clarified or amended. The AOC invites Proposers to discuss possible clarifications or amendments to the Draft Project Agreement during the Proposer’s Collaborative Discussions, as follows:

- a. Proposers may raise for discussion aspects of the Draft Project Agreement regarding commercial, legal, design and construction, and facilities management matters.
- b. Proposers must provide the AOC with requested changes to the Draft Project Agreement in the form provided at Exhibit F (Project Agreement Comments Form) at least five Business Days in advance of that Proposer’s Collaborative Discussion.

The AOC will consider Proposers’ comments and requested clarifications or amendments, and may in its discretion amend the Draft Project Agreement. The AOC will issue a formal Addendum to this RFP if it amends the Draft Project Agreement, together with a revised Draft Project Agreement. Pursuant to Section 3.7 below, the AOC may produce alternative sets of documentation to accommodate alternative transaction structures.

After consideration of any Proposer comments and as the Draft Project Agreement may have been amended pursuant to this section, the AOC will issue the final form of Draft Project Agreement (or alternative final form) to all Proposers. The final form or forms as issued by the AOC will be the common basis for all Proposals. Each Proposer must indicate whether its Proposal would require amendments to the final form or forms of Draft Project Agreement, as indicated in Section 4.2 of Exhibit A.

3.3 **Interest Rate for Financial and Commercial Proposal**

During the Collaborative Discussions the AOC will discuss potential mechanisms for addressing interest rate risk and credit spread risk with the Proposers and will advise Proposers on the actual mechanism to be used not later than 12 weeks before the Closing Date.

3.4 Compensation for Participation in RFP

Each Proposer must execute a Consulting Agreement with the AOC in substantially the form attached as Exhibit B to this RFP. As further described in the Consulting Agreement, in exchange for its consulting services to the AOC throughout the Proposal phase and for specified rights to the Proposal submitted by the Proposer, each unsuccessful Proposer will receive a consulting fee in the amount of \$500,000. The consulting fee is conditioned on each unsuccessful Proposer's compliance with the Consulting Agreement and satisfaction of its conditions. The Project Company will be responsible for paying the consulting fee, without reimbursement, following Financial Close; however, the AOC will pay the Consulting Fee to each Proposer if the Project is cancelled by the AOC after the Closing Date.

3.5 Professional Advice

Proposers are responsible for obtaining professional advice from their own advisors and experts. This includes legal advice together with any other professional advice a Proposer determines to be appropriate or necessary.

3.6 Letter of Credit

Upon execution of the Project Agreement, the Project Company will provide an irrevocable direct-pay Letter of Credit to the AOC for the period up to the Design-Build Date, issued by a Qualified Commercial Bank in the amount of \$15,000,000, and substantially in the form attached as an exhibit to the Draft Project Agreement. The Letter of Credit is security for the Project Company's obligations to meet certain conditions, including the financing of the Project.

3.7 One Proposal; Multiple Financing Alternatives

The AOC will accept only one Proposal from each Proposer. A Proposer may, however, subject to the following limitations, include in its Proposal multiple financing alternatives, including the use of Taxable or Tax-Exempt financing (each, a Financing Alternative), and will accept corresponding modifications to Project documentation necessary to implement the Financing Alternative if selected.

However, the AOC will not consider any Proposal incorporating a Tax-Exempt Financing Alternative that (a) involves the direct issuance of Tax-Exempt debt by the AOC or other State entity or subdivision to finance the Project, including general obligations bonds or lease revenue bonds issued by the State Public Works Board, (b) requires the AOC, or other State entity or subdivision to be the direct borrower, (c) anticipates securing a credit rating from a Rating Service based on the State's credit or the marketing of debt with the State's active participation in providing financial disclosure, certifications, representations, covenants, or undertakings with respect thereto, (d) involves certificates of participation in a lease by the AOC, or other State entity or subdivision, (e) involves debt issued by a joint powers authority or similar entity of which the AOC, or other State entity or subdivision is a member. In addition, the AOC will not consider a Proposal that requires modification to the documentation such that the AOC would

not pay a single Service Fee for all design, construction, financing, commissioning, operating, and maintaining services received subject to Deductions as provided in Appendix 8 to the Project Agreement and will not consider a Proposal that requires the AOC to designate any portion of such Service Fee as interest.

3.8 Estimated Total Project Cost

The AOC has developed a reference project in order to assist in estimating the overall cost of the Project. The reference project was developed by the AOC and its team of advisors and is based on the estimated space requirements, the Performance Standards, the Management Standards, and estimated Project schedule set out in this RFP. During the Proposal phase the AOC will provide Proposers with cost assumptions for the reference project as follows:

- a. Construction price for the Project (including Court Building Site and Parking Structure Site improvements, construction of the Court Building, utilities, site improvements, surrounding street frontage improvements, landscaping, Parking Structure renovation, provision of public art, contractors' fee, overhead costs, insurance, permits, FF&E allowance, and escalation to start of construction);
- b. Annual cost of providing the Project Services (including estimated Project Company and insurance costs);
- c. Lifecycle costs over the 35-year Operating Period; and
- d. Assumed rents from third party occupants (including the County) over the 35-year Operating period.

3.9 Contractual Obligations

Each Proposal, upon delivery, is a binding offer of the Proposer. Enhancements, innovations, and design elements embodied in Proposals, to the extent accepted by the AOC, will be incorporated into the Management Standards and Performance Standards forming part of the Project Agreement, and must be reflected in the proposed Service Fee.

3.10 Tax Considerations

Each Proposer is responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining such of its own advance rulings or interpretations in relation to the Project as it considers necessary or appropriate.

The Project Company will be responsible for any tax imposed by the City, or any agency of the County, the State, or the federal government. The Project Company will be responsible specifically for the payment of any applicable possessory interest tax that may be imposed on the Project by the County. If a possessory interest tax is imposed, the AOC will reimburse the Project Company for its proportionate share based upon the percentage of Superior Court space

to the Leased Space in the Court Building and the percentage of Superior Court space to total available space in the Parking Structure, but only to the extent the County has not exempted such Superior Court space from the possessory interest tax.

Unless an adverse tax determination is specifically and particularly included in the meaning of a Discriminatory Change in Tax Law in the Draft Project Agreement, the Service Fee will not be subject to adjustment as the result of any adverse determination by any governmental entity or taxing authority regarding any tax position taken by the Project Company or any change in revenue and taxation law.

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SECTION 4 - PROPOSAL TERMS AND CONDITIONS

4.1 Overview

This section describes the documents comprising a complete Proposal. The Proposal serves as the Proposer's opportunity to display knowledge, competence, diligence, resourcefulness, ingenuity, and reliability across the varied subject areas described in evaluation criteria applicable to the procurement.

The Proposal must address all material commercial, real estate/permitting, legal, and financial issues, describe the proposed Contract Services in detail, and specify how the Service Fee relates to the Contract Services proposed.

The courthouse is the place where justice is served, people and institutions are held accountable, and disputes are resolved peaceably. Safe and secure court facilities are essential. Therefore, Proposals must be explicit as to how the proposed design allows for the provision of appropriate levels of security to each tenant using the most efficient and cost-effective methods available.

4.2 Proposer Consulting Agreement

As a condition of participating in the RFP process, each Proposer must execute a Consulting Agreement with the AOC in form and substance as attached as Exhibit B to this RFP. Three original counterparts must be received by the Contact Person within 10 Business Days of the date the AOC issues this RFP. The AOC intends to promptly execute and return one original counterpart to each Proposer.

4.3 Certain Submission Requirements; Form and Content

- a. Submission Requirements. Proposals must be in form and content as provided in this RFP, including Exhibit A and Exhibit E. Exhibit A, entitled "Submission Requirements," specifies minimum subject matter and the required format for all Proposal elements except the Pricing Schedules. Proposal content must be presented in tabbed sections using the section numbers and titles specified in Exhibit A.
- b. Pricing Schedules. Pricing schedules must be in form and content as specified in Exhibit E, in tabbed sections using the table numbers, and titles provided.
- c. Failure to Comply. Failure to comply with any requirement of this RFP may result in disqualification of the Proposer, rejection of its Proposal, and the failure of the Proposer to earn the Consulting Fee.
- d. Use of English Language. The AOC will accept only those Proposals prepared in the English language. All 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 United States units in parentheses.

- e. Closing Date. Proposals must be received at the Delivery Address on or before the Closing Date (including time) as provided on the cover of this RFP. Proposals received after the Closing Date will not be considered and will be returned unopened. Proposals received before the Closing Date, if marked properly, will be securely kept unopened until the Closing Date.
- f. Withdrawal and Revocation of Proposals. A Proposer may withdraw its Proposal at any time before the Closing Date by notifying the AOC in writing of its withdrawal. The notice must be signed by an authorized representative of the Proposer. The Proposer may thereafter submit a new or modified Proposal, 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. Proposals cannot be changed or withdrawn after the Closing Date. Proposers may not revoke their Proposals during the 120-day period beginning on the Closing Date.
- g. RFP Not an Offer. This RFP does not constitute an offer to contract with a Proposer or an offer of employment.

4.4 **Only One Proposal Permitted**

The AOC will accept only one Proposal from each Proposer, but, as described in Section 3.7, the Proposer may propose multiple Financing Alternatives.

4.5 **Interest Rate Assumptions**

As part of the Collaborative Discussions, the AOC and its advisors will discuss with Proposers the implications of then-current interest rates, their volatility and elements of any proposal that depend on hedging strategies to arrive at an appropriate interest rate assumption for the submission of Proposals.

4.6 **Inquiries**

The AOC will not respond to any oral inquiries or requests regarding this RFP. No oral information provided by AOC staff or its advisors in connection with this RFP will be binding on the AOC or its advisors, nor will it change, modify, amend, or waive the requirements of this RFP in any way. All inquiries and requests regarding any aspect of this RFP must be directed in writing to the Contact Person. In addition to the Administrative Rules, the following will apply to any inquiry or request:

- a. The Contact Person will respond in writing;
- b. An inquiry and response may, in the AOC's discretion, be distributed to all Proposers, or the AOC may keep the inquiry or request, and response, or either, confidential if in the judgment of the AOC it is fair or appropriate to do so; and

- c. The AOC has the right not to respond to any inquiry or request.

4.7 Fax and email

Faxed communications to the AOC with respect to this RFP are not permitted.

If email communication or delivery of documents is permitted by the terms of this RFP, the following provisions will apply to any email communication:

- a. It must be addressed to the Contact Person.
- b. The AOC does not assume any risk, responsibility or liability whatsoever related to the timing or accuracy of any email. The AOC will not ensure that the email system being operated for or by 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. The AOC is not responsible for accommodating the sender if a permitted email communication or delivery is not actually received by the AOC, or received in less than its entirety, within any time limit specified in this RFP.
- c. All permitted email communication with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the date and at the time indicated on the AOC's electronic equipment.

4.8 Confidentiality of Proposer Information

If a Proposer requests confidential treatment for any information submitted in a Proposal, the Proposer must follow the applicable procedures provided in this RFP and assumes all responsibility for any challenge related to its request.

Proposer's request will be deemed to be accompanied by an irrevocable offer to the AOC to indemnify the AOC and hold the AOC harmless from all Claims, damages, liabilities, losses, and costs (including attorney fees and costs) related to its request or founded upon non-disclosure. If the AOC complies with the Proposer's request, the AOC will be deemed to have accepted, for consideration, the Proposer's offer to indemnify the AOC. The Proposer waives any Claim or right it may have against the AOC related to its request, or founded upon non-disclosure of its information.

4.9 Relationship Disclosure and Review Process

The AOC reserves the right to disqualify any Proposer that, in the AOC's opinion, has a conflict of interest, whether such conflict exists now, is likely to arise in the future, or may reasonably be perceived to exist. Proposers must submit with their Proposals a complete Relationship Disclosure Form in the form provided in Exhibit G, for all Proposer Team members and other individuals specified by the AOC from time to time.

In addition to submitting the form provided in Exhibit G, Proposers, including all constituent entities, must promptly disclose to the Contact Person any conflict of interest, potential or reasonably perceived conflict of interest, and existing business relationships they may have with the Judicial Council, AOC, Superior Court, or the firms listed below providing advice or services to the AOC with respect to the Project. If there is a conflict, whether current, potential, or perceived, the Proposer must describe how it intends to avoid the conflict or potential conflict.

The following companies (and their affiliates, parents, subsidiaries, and other subsidiaries of their parent company) are providing advice or services to the AOC with respect to the Project and are not eligible to participate as Proposer Team members:

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

Key personnel of the firms listed above and other personnel of firms that may be contracted or retained by the AOC to work on the Project will also be ineligible (regardless of their employment status on the Closing Date).

The AOC has the right to disqualify any Proposer, or individual Proposer Team member, or to reject the Proposal of any Proposer that has a conflict of interest, whether actual, potential, or perceived.

4.10 Eligibility to Bid

The Proposer's businesses, product lines and items, and any senior management in the Proposer Team, must not be associated with or related to any conduct that may reasonably be seen to negatively affect public confidence in the Project, or State of California, including the Judicial Branch. The AOC has discretion to decide what may reasonably be seen to negatively affect public confidence.

4.11 Disqualification of Proposals

The AOC may, in its sole discretion, with or without cause, disqualify a Proposal. A disqualification may take place, for example, if:

- a. background investigations reveal any criminal affiliations or activities by the Proposer or a member of the Proposer Team and such affiliations or activities would, in the sole opinion of the AOC, interfere with the integrity of the Project or this procurement; or
- b. a Proposal includes a false or misleading statement, claim, or information.

The AOC may independently verify any information in any Proposal. The AOC has the right to disqualify any Proposer and/or to reject the Proposal of any Proposer, who, in the AOC's sole discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the AOC's evaluation of the relevant Proposal.

4.12 Communications Restrictions

Proposers and their representatives must not make any public comment, respond to questions in a public forum, or carry out any activities to promote publicly or advertise their qualifications, or interest or participation in the Project or this procurement process without AOC's prior written consent, which may be withheld for any reason or no reason.

Other than as expressly permitted or required in this RFP, any attempt on the part of any Proposer or any of its employees, contractors, advisors, agents or representatives to contact any of the following persons, directly or indirectly, with respect to this RFP, may lead to disqualification of a Proposer and/or rejection of a Proposal:

- a. other than the AOC Contact Person, any AOC employee or other staff member, contractor, advisor, agent, representative, 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 4.9 above.

4.13 Ownership of Proposal Materials

All materials submitted in response to any part of this RFP shall become the sole property of AOC, without payment or liability for payment except as may be provided by in the Consulting Agreement.

4.14 Use of Information

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

The AOC, its employees or other staff members, contractors, advisors, agents, and representatives are not be liable for any information or advice, or any errors or omissions, that may be contained in this RFP or the addenda, appendices, data, materials or documents (electronic or otherwise). The 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 this RFP or such addenda, appendices, data, materials or documents and the AOC will not be responsible for any Claim, damage, liability, loss, or cost (including attorney fees and costs) whatsoever arising from the Proposer's reliance on or use of this RFP or any other technical or historical appendices, data, materials, or documents provided by the AOC.

Each Proposer is responsible for ensuring that it has all of the information necessary to respond to this RFP and for independently informing and satisfying itself with respect to the information contained in this RFP, and any conditions that may in any way affect its Proposal.

Each Proposer is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the Project and any addenda, attachments, appendices, data, manuals or documents provided, made available, or required by the AOC.

4.15 Confidential Information of the AOC

All information provided by or obtained from the AOC in any form in connection with this RFP either before or after the issuance of this RFP:

- a. is the sole property of the AOC and must be treated as confidential;
- b. is not to be used for any purpose other than responding to this RFP and the performance of any related agreement;
- c. must not be disclosed without prior written authorization from the AOC; and
- d. must be returned to the AOC immediately upon the request of the AOC.

4.16 Proposers and Changes to Proposer Teams

If there is any addition, deletion, or change in the Proposer Team members, or a change in the control of any Proposer Team member, or a material adverse change to any Proposer Team member, the applicable Proposer must notify the AOC in writing at the Delivery Address within

SECTION 4 – PROPOSAL TERMS & CONDITIONS

five (5) working days of any such addition, deletion, or change. The AOC has the right to disqualify any such Proposer and/or to reject the Proposal of any such Proposer if the AOC, in its sole discretion, determines that the addition, deletion or change may have a material adverse impact on the ability of the Proposer 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 Proposers. Without limiting the AOC's discretion, the AOC may refuse to permit a change in the membership of the Proposer Team if:

- a. the change would in the AOC's judgement result in a weaker Proposer Team than originally comprised a Proposer; or
- b. the evaluation of the new Proposer Team, using the evaluation criteria described in the RFQ, would rank them lower than a proposer under the RFQ that was not included as one of the short-listed Proposers in Section 1.3.

The AOC may permit any changes in the membership of the Proposer Team, including changes as may be requested arising from changes in ownership or control of a Proposer or a Proposer Team member, or changes to the legal relationship between the Proposer and another Proposer Team member such as the creation of a new joint venture or other legal entity in place of a Proposer Team member.

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SECTION 5 - EVALUATION

5.1 Evaluation Committee

The AOC will appoint a committee to evaluate Proposals (Evaluation Committee). The Evaluation Committee, at its discretion, may include, or be assisted by, technical, financial, legal, and other advisors or employees of the AOC.

5.2 Application of Evaluation Criteria

The Evaluation Committee will evaluate Proposals by application of the Evaluation Criteria. The Evaluation Committee will apply the Evaluation Criteria to select the Proposer using a “best value” analysis by judging Proposals on a comparative basis.

5.3 Proposal Evaluation Stages

There are four stages to the evaluation process:

Stage 1: Requirements Review

The Evaluation Committee will review the Proposals against the submission requirements in Exhibit A and Exhibit E to determine compliance and identify any deficiencies. A Proposal will proceed to stage 2 only if it satisfies the submission requirements.

Stage 2: Scored Evaluation

The Evaluation Committee will score the Proposals by category under the Evaluation Criteria set out in Section 5.4 and any supplemental criteria established by the AOC.

Stage 3: Evaluation Committee Review

The Evaluation Committee will review and compile the category scores and recommend a Preferred Proposer to an executive group that will be established by the AOC.

Stage 4: AOC Project Executive Group Approval

The AOC executive group will either accept the recommendation of the Evaluation Committee, or provide other direction.

5.4 Evaluation Criteria

The Evaluation Committee will evaluate Proposals with reference to the submission requirements set forth in Exhibit A and Exhibit E by assigning points according to the following distribution:

	Category	Maximum Available Points
Package B: Technical	Construction	150
	Design	300
	Facilities Management	200
Package C: Commercial & Financial	Commercial & Financial	350
TOTAL		1,000

The points in the above table are the initial expectation of the weightings of each category in the evaluation. The AOC reserves the right to change these weightings.

The evaluation and scoring process will award points in each category. The maximum total score is 1,000 points.

5.5 Evaluation and Selection

To assist in evaluation of Proposals, the AOC may, in its discretion, but is not required to:

- a. check references provided by the Proposers in their Proposals to verify information regarding a Proposer, including the identity of its directors, officers and key individuals specified by the AOC (Key Individuals), conduct any other background investigation the AOC considers appropriate, and use in the evaluation of Proposals information gained from references and background investigations;
- b. seek clarification of a Proposal from any or all Proposers and use such supplementary information in the evaluation of Proposals;
- c. request interviews or presentations with any, some, or all Proposers to answer any questions or clarify issues related to the Proposals and Project, and use supplementary information from interviews and presentations in the evaluation of Proposals; and
- d. decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the Proposal, that the Proposer or

Proposal as compared to the other Proposals is unresponsive or otherwise not in full and complete compliance with this RFP.

5.6 Selection and Award

The AOC may invite the Preferred Proposer to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proposer's Proposal, including incorporating the substance of the Preferred Proposer's responses to the submission requirements set forth in Exhibit A of this RFP, and any clarifications that the Preferred Proposer may have provided during the evaluation of Proposals.

If for any reason the AOC determines that it is unlikely to reach complete agreement with the Preferred Proposer, then the AOC may terminate the discussions with the Preferred Proposer and proceed in any manner that the AOC may decide, in consideration of its own best interests, including:

- a. terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, using other contractors; or
- b. inviting one of the other Proposers to enter into discussions to reach agreements for the Project.

5.7 Debriefs

The AOC will, upon request by an unsuccessful Proposer following execution of the Project Agreement, conduct a debriefing for that unsuccessful Proposer. In a debriefing the AOC will discuss the relative strengths and weaknesses of that Proposer's Proposal, but the AOC will not disclose or discuss any confidential information of another Proposer.

5.8 Reserved Rights

The AOC reserves, without limitation, and may exercise at its discretion, the rights set forth below. These rights are in addition to and shall not limit any of the specific rights or conditions provided in this RFP. By responding to this RFP, Proposers acknowledge and consent to the AOC's reservation of the following rights in effect before execution of the Project Agreement:

- a. The right to modify or terminate the procurement process and the Consulting Agreement by written notice to the Proposers for any reason whatsoever;
- b. The right, for any reason, not to execute a Consulting Agreement or Project Agreement as a result of this procurement process;
- c. The right to waive any defect, technicality or any other error or irregularity in any Proposal or with respect to the procurement process;

SECTION 5 – EVALUATION

- d. The right to make changes to the schedule of events associated with the procurement process upon notice to the Proposers and without amending this RFP;
- e. The right to disqualify any Proposer that submits an incomplete or inadequate Proposal that is not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified during any stage of the procurement process, and to terminate the Proposer's Consulting Agreement;
- f. The right, at any time, to determine that any or all Proposers will not be qualified for further consideration, to notify such Proposers of the AOC's determination, and to terminate their Consulting Agreements;
- g. The right to require Proposers to provide representatives at places and times requested by the AOC to meet with the AOC and to answer questions and otherwise clarify matters for the AOC;
- h. The right at any time to revise or eliminate one or more of the terms and services described in the Draft Project Agreement, or to include services not currently contemplated therein;
- i. The right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information;
- j. The right of AOC employees or other staff members, contractors, advisors, agents, and representatives to visit projects and facilities referenced in Proposals to observe and review them;
- k. The right throughout the procurement process to conduct investigations with respect to the experience of each Proposer Team member and to request additional evidence to support any such information; and
- l. The right to take any action affecting the RFP process, the Consulting Agreement, or the Project that AOC determines to be in the AOC's best interests.

5.9 Administrative Rules

This RFP, the evaluation of Proposals, the selection of the Preferred Proposer, and the award of the Project Agreement must conform to the following administrative rules (Administrative Rules).

- a. Errors/Amendments/Clarifications to this RFP

- i. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must immediately give the AOC a written notice of the problem and request that this RFP be clarified or modified.
 - ii. If a Proposer determines that one or more of this RFP's requirements, either as originally posted or as amended, is unfair, or unnecessarily onerous or restrictive, or precludes less costly or alternative solutions, the Proposer must submit a written request that this RFP be modified, setting forth the recommended modification, and the Proposer's reasons for proposing the change.
 - iii. Any request to clarify or modify this RFP must be submitted to the AOC before the Closing Date, and addressed to the Contact Person.
 - iv. If before the Closing Date a Proposer knows of or should have known of an error in this RFP but fails to notify the AOC of the error, the Proposer submits a Proposal at its own risk. If the Proposer is selected as a Preferred Proposer or awarded a contract under this RFP, it will not be entitled to additional compensation, time to perform work, or any other advantage by reason of the error or, at the AOC's option, its later correction.
 - v. The AOC may modify this RFP for any reason before the Closing Date by posting an addendum on the RFP Website.
 - vi. 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." The Proposer must submit along with any question a statement explaining why the question is proprietary. 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.
- b. Additional Information. Although Proposals cannot be changed or withdrawn after the Closing Date, the AOC may consider additional information submitted via interview, reference, or otherwise, as set forth in this RFP.
- c. Evaluation Process
- i. The Evaluation Committee will review all Proposals that are received by the Closing Date to determine the extent to which they comply with this RFP's requirements.
 - ii. The Evaluation Committee may consider in its evaluation all information collected in the course of the evaluation process, including but not limited to information

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- submitted to clarify the Proposal, information gained in interviews and reference checks, and other information.
- iii. Proposals that fail to meet requirements of this RFP may be rejected. However, the AOC reserves the right to evaluate any Proposal submitted, regardless of whether such Proposal fails to meet any requirement of this RFP.
 - iv. Proposals that in the opinion of the AOC contain false or misleading statements may be rejected. During the evaluation process, the AOC may require Proposers to answer questions with regard to its Proposal. Failure to demonstrate that any statement or representation made in a Proposal is in fact true may be cause for rejecting a Proposal, deeming the Proposal non-responsive to this RFP, disqualifying the Proposer, or terminating the Consulting Agreement. Failure of a Proposer to respond to questions is sufficient cause to reject a Proposal, deem the Proposal non-responsive, disqualify the Proposer and terminate the Consulting Agreement.
- d. Rejection of Proposals; Waiver of Defects. The AOC may reject any or all Proposals and may or may not waive any deviation or defect in a Proposal. The AOC's waiver of a deviation or defect shall in no way modify this RFP or excuse a Proposer from full compliance with this RFP. The AOC reserves the right to accept or reject any or all of the services proposed in a Proposal, to award a Project Agreement for all or part of the services, or negotiate any or all items with Proposers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection from among the Proposers.
- e. Selection of Preferred Proposer
- i. The AOC will select a Preferred Proposer that has complied with all the requirements of this RFP and any addenda hereto, except with respect to immaterial deviations or defects waived by the AOC. The AOC has sole discretion to determine whether a Proposal complies with the RFP requirements.
 - ii. Questions regarding the AOC's selection of a Preferred Proposer must be addressed to the contact person listed on the cover sheet of this RFP.
- f. Protest Procedure. Failure to comply with the protest procedures provided in this section (f) will render a protest inadequate and noncompliant, and will result in rejection of the protest.
- i. Protest Before Proposal Closing Date. Any Proposer may file a protest before the Closing Date based on allegedly restrictive or defective terms and provisions or other improprieties in this RFP. Such a protest must be received before the Closing Date. The protestor must have exhausted all administrative remedies discussed in these

Administrative Rules before submitting the protest. Failure to do so may be grounds for denying the protest.

- ii. Protest After Selection. A Proposer that timely submits a Proposal may protest the selection of another Proposer based on allegations of improprieties occurring during the evaluation process, provided that the protest must meet all of the following conditions:
- The Proposer has submitted a Proposal that it believes to be responsive to this RFP;
 - The Proposer believes that its Proposal meets the administrative and technical requirements of this RFP, and proposes services of proven quality and performance;
 - The Proposer believes that its Proposal offers best value to the AOC; and
 - The Proposer believes that the AOC made errors during the evaluation process that caused the AOC not to select the Proposer as the Preferred Proposer.

Protests must be received no later than five Business Days after the AOC posts the Notice of Selection, Notice of Intent to Award, or other indication of selection of a Preferred Proposer.

- iii. Form of Protest. Protests must be submitted to the Contact Person, who will forward the protest to an appropriate contracting officer for review and a decision. An appropriate contracting officer is one who was not, or will not be, a voting member of the Evaluation Committee for this RFP. To be considered, a protest must meet the following requirements:
- 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 Contact Person. If the protest is hand-delivered, a receipt must be obtained;
 - The protest must include the name, address, telephone and facsimile numbers, and email address of the party protesting or its representative;
 - The protest must include the title of this RFP under which the protest is submitted;
 - The protest must include a detailed description of the specific legal and factual basis for the protest, together with any supporting documentation; and
 - The protest must include a draft of the ruling it wants the AOC to issue if the protest is successful, and describe 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

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- 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.
- iv. Decision on Protests Before the Closing Date. Upon receipt of a timely and proper protest based on allegedly restrictive or defective terms and conditions or other improprieties in the procurement process that are apparent, or should have been reasonably discovered before the submission of a Proposal, the AOC will review the protest and provide a written decision to the protesting party before the Closing Date. The AOC may extend the Closing Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision on its protest, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to defer selection of the Preferred Proposer until the protest is decided, or proceed with the selection of the Preferred Proposer.
- v. Decision on Protests of Selection. Upon receipt of a timely and proper protest based on alleged errors in the selection process, the AOC will review the protest and will provide a written decision to the protesting party within a reasonable time. If the AOC is not able to provide a decision within ten Business Days, the AOC will notify the protesting party. The AOC, at its sole discretion, may elect to defer the selection of the Preferred Proposer until the protest is decided, or proceed with the selection of the Preferred Proposer. If the protesting party elects to appeal the decision on its protest, the protesting party will follow the appeals process outlined below.
- vi. Appeals Process. The contracting officer's decision on the protest is final unless the protesting party appeals the decision by filing a timely request for appeal with the AOC's Business Services Manager. Appeals must be submitted to the Contact Person listed on the cover sheet to this RFP within five Business Days of the issuance of the AOC's decision on the protest. Issues that were not raised in the protest will not be considered on appeal. The justification for appeal is specifically limited to:
- The Proposer believes that very significant facts or information related to the protest as submitted were not available at the time the protest was originally submitted;
 - The Proposer believes that the contracting officer made errors of fact that were very significant factors in the contracting officer's decision; or
 - The Proposer believes that the contracting officer made errors of law that were very significant factors in the contracting officer's decision.
- vii. Form of Appeal. Appeals must be submitted to the Contact Person, who will forward the appeal to the AOC Business Services Manager for review and decision. To be considered, an appeal must meet the following requirements:
- The appeal must be in writing and sent by certified or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the Contact Person. If the appeal is hand-delivered, a receipt must be obtained;

- The appeal must include the name, address, telephone and facsimile numbers, and email address of the party requesting the appeal or its representative;
- The appeal must include the title of this RFP under which the protest is submitted;
- The appeal must include a detailed description of the specific justification for the appeal, together with all supporting information and documentation; and
- The appeal must include a draft of the ruling it wants the AOC to issue if the appeal is successful, and describe the specific relief requested.

viii. Decision on Appeal. The Business Services Manager, at his discretion, may make a decision regarding the appeal without requesting further information or documents from the protestor. Therefore, the initial appeal submittal must include all grounds for the appeal and all evidence available at the time the appeal is submitted. If the appealing party later raises new grounds or evidence that was not included in the initial appeal but which could have been raised at that time, the AOC will not consider such new grounds or new evidence. Upon receipt of a timely and proper appeal based on a permitted justification, the Business Services Manager will review the appeal and provide a written decision to the protesting party before the Closing Date. The AOC, at its sole discretion, may elect to defer the selection of the Preferred Proposer until the appeal is decided, or proceed with the selection of the Preferred Proposer. The decision of the Business Services Manager is final.

g. Protest Remedies. If the protest is upheld, the AOC will consider all circumstances surrounding the procurement when deciding 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 on the AOC of the remedy requested by the protesting party. The AOC may pursue any combination of the following remedies:

- terminate the procurement;
- re-solicit this RFP;
- issue a new RFP;
- select a Preferred Proposer;
- award a Project Agreement; or
- apply other such remedies as are lawful, appropriate, and in the best interests of the AOC.

If a protest is upheld, the AOC nonetheless reserves the right, upon consideration of the circumstances set forth in this Section, to proceed with the protested selection of the Preferred Proposer and to enter into a Project Agreement with the Project Company.

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- h. News Releases. Proposers may not issue any news releases pertaining to this procurement or the Project without prior written approval of the AOC’s Business Services Manager.
- i. Ownership of Proposals and other Materials. All Proposals and other materials submitted in response to this RFP will become the property of the AOC in accordance with the Consulting Agreement.

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SECTION 6 - DEFINITIONS; INTERPRETATION

6.1 Definitions

Unless otherwise defined in the Draft Project Agreement, capitalized words, abbreviations and terms used in this RFP have the meanings set forth below:

“**AOC Representative**” has the meaning set out in Section 3.1.

“**Administrative Rules**” has the meaning set out in Section 5.9.

“**Assumed Financial Close Date**” has the meaning set out in Section 4 of Exhibit A to this RFP.

“**Base Date**” has the meaning set out in Section 4 of Exhibit A to this RFP.

“**City Jail**” has the meaning set out in Section 2.5

“**Claim**” means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“**Closing Date**” means the date indicated as such on this RFP cover page.

“**Collaborative Discussions**” has the meaning set out in Section 3.1.

“**Consulting Fee**” has the meaning set out in Section 3.4.

“**Contact Person**” means the person identified as such on this RFP cover page.

“**Court Building Site**” has the meaning set out in Section 2.6

“**Draft Project Agreement**” has the meaning set out in Section 1.2.

“**Delivery Address**” means the location and address set out on this RFP cover page.

“**Equity Providers**” means the entities identified as such in the Proposer’s Proposal.

“**Evaluation Committee**” has the meaning set out in Section 5.1.

“**Evaluation Criteria**” has the meaning set out in Section 5.4.

“**FF&E**” has the meaning set out in Section 2.18.

“**Financial Close**” means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied.

“**Financing Alternative**” has the meaning set out in Section 3.7.

“**Judicial Council**” has the meaning set out in Section 2.1.

“**Key Individuals**” has the meaning set out in Section 5.5.

“**Legislature**” means the State Legislature.

“**OCCM**” has the meaning set out in Section 2.1.

“**Performance-Based Infrastructure**” or “**PBI**” has the meaning set out in Section 2.1.

“**Preferred Proposer**” means the Proposer selected as the Preferred Proposer pursuant to Section 5.1.

“**Project**” has the meaning set out in Section 1.2.

“**Project Agreement**” has the meaning set out in Section 1.2.

“**Project Agreement Comments Form**” has the meaning set out in Section 3.2.b.

“**Project Company**” has the meaning set out in Section 1.2.

“**Proposer**” has the meaning set out in Section 1.2.

“**Proposer Team**” means the Proposer, Equity Providers, and Key Individuals.

“**Proposal Form**” means the form attached as Exhibit C to this RFP.

“**RDA**” has the meaning set out in Section 2.6.

“**RFQ**” has the meaning set out in Section 1.3.

“**RFP Website**” has the meaning set out in Section 1.7.

“**Relationship Disclosure Form**” means the form attached as Exhibit G to this RFP.

“**Request for Clarification**” has the meaning set out in Section 3.1.e.

“**Restricted Party**” means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in this RFP or the design, planning or implementation of the Project, and who may provide a material unfair advantage or material confidential information to any Proposer that is not, or would not reasonably be expected to be, available to other Proposers.

“**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.

6.2 Interpretation

Terms used in this RFP are to be interpreted according to the scheme set out in Section 1.2 of the Project Agreement with references in that Section modified as appropriate for application to this RFP.

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EXHIBIT A – SUBMISSION REQUIREMENTS

Proposal Format

Proposals are to be submitted in both printed copies and electronic copies. In the event of any conflict between the printed and electronic copies, the printed copy will take precedence. Proposals are to be presented in three submittal packages, to be sealed separately from each other, as follows:

Package A – General Information:

This package is to contain general information about the Proposal, including the completed Proposal Form set forth in Exhibit C of this RFP. Proposers are expressly advised not to include any information related to price in this package.

Package B – Technical Proposal:

This package is to contain the Proposer's complete technical Proposal information. Proposers are expressly advised not to include any information related to price in this package.

Package C – Financial and Commercial Proposal:

This package is to contain the financial and commercial information.

Format for Printed Copy- Printed copies of each Proposal must adhere to the following format. The AOC reserves the right to exclude pages/sections from evaluation that do not meet the listed requirements or that are illegible:

- a. Double-sided on 8.5" x 11" paper and contained in standard three-ring binders;
- b. Table of contents with section numbering consistent with Exhibit A of this RFP, including page numbers, figures, tables, attachments, drawings, and appendices;
- c. Single-sided and folded 11" x 17" may be used where appropriate, (e.g. for organization charts, schedules, etc.);
- d. Single spaced text, not smaller than 11-point font, provided that text found in tables may be as small as 9-point font, clearly legible; and
- e. Sequentially numbered pages in each package, by section or chapter with a numbering system that includes the section/chapter number and the page number such that loose sheets may easily be re-inserted in the proper place.

Drawings are to be numbered and a drawing list is to be included as part of the table of contents. Proposers must ensure that appropriate cross references to specific drawings are expressly included under the applicable headings and sections in the Proposal.

EXHIBIT A – SUBMISSION REQUIREMENTS

Drawings should be a maximum of 24" x 36" although 11" x 17" is preferred. Drawings may be assembled into a subsection of Package B grouped in logical sections, and may be submitted on presentation boards or unfolded in a separate binder(s). One set of drawings must be included within each of the printed copies submitted.

Format for Electronic Copy- Electronic copies of each Proposal must adhere to the following format:

- a. Submitted on CDs in Adobe Acrobat Portable Document Format (PDF file type) unless otherwise specified in the table below;
- b. One copy of the entire contents of the relevant Package must be included on each CD;
- c. The Project name, Proposer's name, and Package name and number must appear on the case of each CD and the CD itself; and
- d. Active electronic files that are required for specific components of the technical and financial evaluations are included on the CDs in the format indicated in the table below.

Active Electronic File Formats

File Type	Software Package
Text based documents:	Microsoft Office Word
Spreadsheet based documents:	Microsoft Office Excel
Drawings & Data Files:	pdf files or other format as agreed
Schedules:	Microsoft Project (or in a format agreed in the Collaborative Discussions)

Number of Copies and Copy Identification

Proposers must provide eight printed copies in three ring binders of each of Packages A, B, and C. Each individual Package must be submitted in a sealed envelope or box, clearly marked with the Proposer's name, the Package name and number, "**Copy Number X of 8,**" and "New Long Beach Court Building, Response to RFP." Each Package is to include one CD (or CD set) containing an electronic copy of all information contained in its affiliated Package.

Each binder is to be clearly marked with "**Copy Number X of Y**" and with the Project name and Proposer's name.

Packaging and Labelling

Proposers must submit the Packages in a box or boxes, addressed to the Delivery Address. Each box must be clearly marked with the Proposer's name, and "New Long Beach Court Building, Response to RFP." If more than one box is delivered, each must be completely labelled and marked "**Number X of Y.**"

PACKAGE A: GENERAL INFORMATION

In Package A, the Proposer must provide general information about its Proposal, together with completed forms, where required. The full contents of Package A will be reviewed against the Submission Requirements during Stage 1 of the evaluation to ensure the inclusion of all the information listed below.

Proposers should provide a cover letter that includes or attaches:

- 1) Executed Proposal Form;
- 2) Confirmation of the Company/Firm name, Key Individuals and significant team members for each of the following
 - a) Consortium/Lead
 - b) Equity providers;
 - c) Design team
 - d) Construction team
 - e) Facility management team
 - f) Financing providers
 - g) Financial advisor
 - h) Legal advisor
 - i) Other (please specify)

Note: If there have been any changes to team members or Key Individuals as were specified in the Proposer's Submission under the RFQ then any such changes shall be approved by the AOC.

- 3) Name and contact details for the Proposer's representative (to be the Proposer's point of contact with the AOC):
 - a) Name
 - b) Employer
 - c) Mailing/Courier address
 - d) Telephone number
 - e) Facsimile number
 - f) E-mail address
 - g) Website address
- 4) Commitment that the proposed construction schedule will be met.
- 5) Confirmation that the Proposal meets all requirements as set out in the Performance Standards and Management Standards.
- 6) Completed Relationship Disclosure forms.

PACKAGE B: TECHNICAL PROPOSAL

Package B must provide sufficient information to reasonably demonstrate that the Proposer can meet the Project Company’s responsibilities and obligations in executing the Project, and other required services in accordance with the requirements set out in this RFP and the Draft Project Agreement.

Capitalized terms found below are directly defined in the table or in the respective definition and interpretation sections of this RFP and the Draft Project Agreement.

The successful Proposer will be required to deliver the Project in conformance with its Proposal.

Section No.	Title	Contents
1.0	Construction Plan	<p>The Construction Proposal will be scored out of 100 points and should include responses to the following sections:</p> <ol style="list-style-type: none"> 1) Construction Responsibilities 2) Construction Safety Plan 3) Master Construction Schedule 4) Quality Control Management 5) Project Company/AOC Business Co-operation Plan 6) LEED Checklist 7) Disabled Veteran Business Enterprise (DVBE) Compliance 8) Design Development Process
1.1	Construction Responsibilities	<p>Describe the Proposer’s construction approach that addresses:</p> <ol style="list-style-type: none"> 1) A description of how the Proposer intends to incorporate the Independent Building Expert into the construction phase work; 2) Demonstrated understanding of the regulatory regime of the relevant Government Bodies having jurisdiction, to be satisfied in the project; 3) A description of the approach the Proposer will use to engage high quality trades; 4) A description of a community relations strategy the Proposer will introduce to solicit cooperation and understanding of neighboring property owners regarding Project impacts from construction related activities; and 5) A description of the Proposer’s experience with conducting outreach on previous projects and a description of the Proposer’s methods of local outreach and plans for achieving participation by local contractors, subcontractors and material suppliers on the Project.

EXHIBIT A – SUBMISSION REQUIREMENTS

Section No.	Title	Contents
1.2	Construction Safety Plan	Provide the Average Lost Workday Incident Rate and Average Recordable Incident Rates in the spaces provided in Exhibit D using data from the past three years. Also provide the most recent Experience Modification Rate in the space provided. The minimum acceptable standard for these indices must be met in order for a Proposer to be judged to be qualified. Additionally, the Proposer is required to submit copies of OSHA form no. 300, Log of Work-Related Injuries and Illnesses, and OSHA form 300A, Annual Summary of Work-Related Injuries and Illnesses, for the past three years and to provide the firm’s workers’ compensation insurance carrier information.
1.3	Project Schedule	Provide a detailed critical path Project schedule covering major phases of the Project from selection of Preferred Proposer through the Occupancy Date for each of the following (where applicable): 1) A Tax-Exempt financing solution; 2) A Taxable financing solution
1.4	Quality Control Management	Describe the quality control practices the Proposer will employ to ensure that it and its construction Subcontractors will maintain the highest standards of finish and workmanship throughout the construction process, including: 1) A description of the proposed integration between the design and construction teams; 2) A description of the Proposer’s plan for utilizing the Independent Building Expert during the process; 3) A plan for how the review of construction quality mock-ups will be carried out with the internal team and the AOC; 4) A description of the fast track schedule; 5) A statement from the contractor emphasizing a commitment to the principles of excellent product quality; 6) A brief outline of the Proposer’s policy for a Project quality inspection regime; and 7) A description of the architectural firm’s role in identifying unacceptable and substandard quality work.

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EXHIBIT A – SUBMISSION REQUIREMENTS

Section No.	Title	Contents
1.5	Proposer Business Cooperation Plan	<p>Provide a plan that describes how the Proposer intends to enhance the business relationship between the Project Company and the AOC.</p> <p>Elements of the plan shall include:</p> <ol style="list-style-type: none"> 1) Statement of its proposed vision, mission, and strategy that the Proposer believes the AOC will share and support; 2) Management interface structures, with description of proposed reporting and communications protocol with the AOC Court and other stakeholders; 3) Expected AOC responsibilities and approval processes required by the Proposer; and 4) How the Proposer will foster and promote a positive relationship with the AOC and other stakeholders to enhance the long-term benefits for all parties involved.
1.6	LEED Checklist	<p>Provide a plan describing how the Contractor intends to address environmental sustainability concerns relative to the Project. This should include the steps that will be taken to ensure the necessary credits for LEED Silver Certification are met during the Term.</p> <p>The Proposer must also provide a checklist that outlines which LEED credits will be pursued in order to meet the minimum number of credits for LEED Silver Certification. This LEED Checklist must identify where the information can be found in the Proposal, as well as indicate the Proposer Team member responsible for achievement of the relevant LEED credit for each LEED credit identified as part of the LEED Checklist.</p>

EXHIBIT A – SUBMISSION REQUIREMENTS

Section No.	Title	Contents
1.7	DVBE Compliance	<p>Each Proposer must 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.</p> <p>DVBE program requirements may be satisfied only by using the State’s Office of Small Business and DVBE Services (OSDS) certified DVBEs who perform a commercially useful function relevant to the Solicitation.</p> <p>(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). Failure to complete and submit the required forms as instructed will render the Proposal non-responsive.</p> <p>(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.</p> <p>(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 Closing 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.</p>

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Section No.	Title	Contents
1.8	Design Development Process	<p>Describe the Proposer’s proposed process to complete the design stages, including:</p> <ol style="list-style-type: none"> 1) Description of how this design stage interfaces with the fast track construction schedule and show how the AOC and Proposer Team will be involved in detailed review of the design; 2) Availability of resources for duration of process; 3) Identification of design risks and constraints, if any; 4) Detailed schedule to completion of schematic design, design development, and construction documents stages; 5) Methodology for advancing design resolution including use of mock-ups or digital visualizations; 6) Proposed process to ensure effective design consultation throughout the design process; 7) Design quality assurance; and 8) AOC design approval and sign-off process.

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Section No.	Title	Contents
2.0	Design	<p>The purpose of Section 2.0 in the Proposal is to address issues related to design. This section will have a total value of 300 points and should consist of two components, the: (1) Written Component; and (2) Graphic Component. Details for each component are provided below:</p> <p>Written Component:</p> <ol style="list-style-type: none"> 1) Design Statement Principles and Goals. State the principles and goals of your design and how your design achieves specific Project goals and design excellence. 2) LEED checklist – design phase 3) Outline specifications and basis of design description for principal building components <p>Graphic Component:</p> <ol style="list-style-type: none"> 4) Drawing sheet size: 24" x 36" Max (11"x17" preferred) 5) Site Plan: scale 1"= 20' and vicinity plan - 1"=100' 6) Floor/Roof Plans: scale 1/16"=1'-0" with all floor plans color coded by functional categories (i.e. public, private, security, leasable, etc) 7) Reflected Ceiling Plans: scale same as floor plans 8) Building Sections 9) Plan/Section/Elevation composite drawing detail of representative components @ 1/4"=1'-0" or larger 10) Principal Exterior Elevations 11) Typical trial courtroom with furniture and support spaces 12) Perspectives - street and aerial views; interior and exterior
2.1	<p>WRITTEN COMPONENT: Design Statement</p>	<p>Full and detailed statement of:</p> <ol style="list-style-type: none"> 1) Design response to the Design Brief and Facilities Program found in the Performance Standards, and the <i>California Trial Court Facilities Standards</i>. State the principles and goals of your design and how specifically, your design achieves these and design excellence for the Site, Court Building and Parking Structure. At a minimum principles and goals must be articulated for: <ol style="list-style-type: none"> a) Architecture and engineering design quality and operational efficiency; b) Urban design response to surroundings and future City plans; c) Superior Court workplace function and quality; and d) Cost effective and efficient security and in-custody operations. 2) California Building Code analysis and compliance strategy; 3) Vertical transportation analysis of the proposed elevator system;

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		4) Whole building energy model to demonstrate that the design would achieve the energy consumption goals; and 5) Building statistics: net to gross floor area, total building volume ratio, plumbing fixture/100 GSF, external skin area/floor area ratio.
	Room Data Schedule	Including: 1) Full reconciliation of space in the design vs. program in terms of net areas and analysis of departmental gross and gross building area, totals per department; information in chart form; 2) List of all rooms and spaces, program and non program, with net areas as depicted in the proposed design; 3) Proposed primary materials for floor, walls and ceilings of all principal rooms; 4) Ceiling heights of all principal rooms: Comments indicating any special or localized treatments proposed; and 5) List identifying location of each space listed in section 3 of the Performance standards in terms of floor on drawings.
	LEED Checklist	1) Description of the design response to requirement to achieve LEED Silver Certification; and 2) Description of the how design-related items identified as part of the LEED Checklist will be achieved.
	Outline Specifications	Organized in UNIFORMAT II Building components. Specifications must identify all systems proposed to be used in the Project.
	GRAPHIC COMPONENT: Site Plans	Site Plans including: 1) Vicinity Plan: Figure/Ground drawing of the Court Building Site and surrounding area ≈1500 feet in each direction; 2) Illustrative plan with: Building footprint with full ground floor plan (see description below for Floor/Roof Plans); a) Illustrative landscape and hardscape plan showing: i) Integration of landscaping features/areas with floor plan elements and entrances; ii) Treatment of main approach to public entrance; iii) Treatment of local transit stops, bikeways, adjacent intersection improvements; iv) Street-right-of way improvements; v) Site furnishings; vi) Additional site features; and vii) Ground level improvements to the Parking Structure entrance/exit for vehicles & pedestrians. b) Vehicle access/egress driveways to/from Site including dimensions horizontal and vertical to document that design is workable: i) Secure parking entrance ramp;

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		<ul style="list-style-type: none"> ii) Prisoner vehicle entrance/exit; iii) Loading dock access and location; and iv) Service vehicle parking, if any.
	Sun/Shadow study	<ul style="list-style-type: none"> 1) Diagrammatic illustration of shadows on ground plane, on the Court Building Site and buildings across all adjoining streets; and 2) Sun/Shadow study to be computer generated for the solar particulars of the Court Building Site at the winter & summer solstices, fall & spring equinoxes.
	Conceptual Plans Diagrams	<p>Small scale diagrammatic illustration of organizational design of critical court components:</p> <ul style="list-style-type: none"> a) Occupant circulation (normal & emergency exiting); b) Structural frame; c) Security zones & separations; d) Primary acoustical separations or zones; and e) Routing of HVAC main ducts.
	Floor/Roof Plans	<p>Plans of every level including penthouse(s) and roof(s) showing:</p> <ul style="list-style-type: none"> 1) All walls and partitions showing all program and non-program rooms/areas, color-coded by “Component”, and numbered using alphanumeric “Space Codes” from the Performance Standards; 2) Doors and windows; 3) All courtroom millwork; 4) Public seating furniture; 5) Schematic block space plan to demonstrate plan accommodates all Superior Court departments and functions; 6) Integration of structural, mechanical and electrical systems in terms of columns, service shafts, risers, etc., in sufficient detail to demonstrate that functional and net area requirements are compliant.
	Reflected Ceiling Plans	<p>Plans showing materials, changes in plane, lighting, finishes, etc; with ceiling heights labelled:</p> <ul style="list-style-type: none"> 1) Public entrance and public space at ground and second floors; 2) Typical Standard Trial Courtroom: the design shown is to be representative of the design proposed for all the courtrooms; 3) Jury Assembly Room and associated public space sequence from public entrance.
	Sections	<p>Plans showing sectional views:</p> <ul style="list-style-type: none"> 1) Through entire Court Building and Court Building Site, to street line, illustrating the spatial relationships of principal elements;

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		2) Through entire Court Building taken at vehicular ramp entry to below grade parking and through prisoner vehicle sallyport located at grade or below.
	Elevations	Plans of all principal exterior elevations showing: 1) Glazing and exterior materials; 2) All entrances; Plans must be rendered to illustrate changes in plane, or materials, with legend or notations identifying extent and type of all cladding materials proposed.
	Plan/Section/Elevation	Drawings showing detail of representative component assemblies of exterior enclosure. Drawings must be rendered to illustrate changes in plane, or materials, with legend or notations identifying extent and type of materials proposed.
	Perspectives	Drawings of interior and exterior that best illustrate the design at a minimum showing: 1) Interior view of entrance, security screening and lobby; 2) Interior view of public circulation on a typical courtroom floor including waiting area(s) and courtroom entrances; 3) Interior view of a typical Trial Courtroom as seen from the courtroom entrance and illustrating the entire courtroom well. The design shown is to be representative of the design proposed for all the courtrooms; 4) Exterior perspective of the Court Building taken from the view point of a pedestrian standing at the southeast corner of Broadway/Magnolia at eye level, of the entire building; 5) Exterior perspective of the Court Building taken from the point of a pedestrian on the sidewalk close to the Court Building illustrating the public space and the approach to the public entrance; 6) Exterior perspective of the Court Building taken from the viewpoint of a pedestrian standing on the sidewalk on the opposite corner at 3rd Street and Maine; 7) Exterior perspective of the Court Building taken from the viewpoint of an auto occupant in the middle of the street approaching intersection of 3rd Street and Magnolia; 8) Exterior perspective of the Court Building taken from the viewpoint of an auto occupant in the middle of the street approaching intersection of Broadway and Maine or Daisy Ave.; 9) Exterior perspective of a person on the 4th Floor of an adjacent building such as the City Police HQ; and 10) Exterior perspective of the Parking Structure taken from the

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		<p>point of a pedestrian on the southeast corner of Broadway & Magnolia.</p>
	<p>Physical model of building and site:</p>	<p>Provide a scale model at 1/32" = 1'-0", depicting the Court Building, site structures, and representative landscape to illustrate the overall building design configuration and relationship to the Court Building Site. Model materials will be determined during the Proposal phase.</p> <p>Model will be an insert into a vicinity model provided by the AOC; proposer's models will encompass entire property & streetscape and extend to centerlines of Broadway, Magnolia, 3rd & Maine.</p>

Section No.	Title	Contents
3.0	Facilities Management Strategy	<p>This section will have a total value of 200 points.</p> <p>The Proposer should provide a facilities management strategy that reasonably demonstrates the Proposer’s ability to comply with the requirements in the Management Standards for the Term.</p> <p>The major categories of information listed below should be included in the facilities management strategy response. Key information related to each major category is described thereafter, though additional information may be necessary to accurately and thoroughly support each major category.</p> <ol style="list-style-type: none"> 1) Customer Service Plan 2) Handback process 3) Transition Plan 4) Master Maintenance Plan 5) Operations and Maintenance Plan 6) Operation Procedures Plan 7) Continuous Quality Assurance Plan 8) Human Resources Plan 9) Environmental Health & Safety Plan 10) Hazardous Waste Management Program (HWMP) and Waste Analysis Plan (WAP) 11) Energy Management 12) Parking Services 13) Leasing of other space

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Section No.	Title	Contents
3.1	Customer Service Plan	<p>The Proposer shall develop and submit as part of its Proposal the Proposer’s plan to address customer service, liaison, and work support management incorporating the following for all response maintenance requirements:</p> <ol style="list-style-type: none"> 1) Customer interface procedures and protocols; 2) Work reception; 3) Scheduling; and 4) Dispatch. <p>Plan components shall include all functional categories detailed within the Performance Standards as well as operational processes related to:</p> <ol style="list-style-type: none"> 1) Planned and unplanned inspections and maintenance; 2) Facilities modifications; 3) Pest management services; 4) Roads and grounds maintenance; 5) Janitorial services; and 6) Any other critical support functions listed within the Summary of FM&R Functions in the Management Standards and deemed critical by the Proposer. <p>The Customer Service Plan shall show how the Proposer establishes and maintains an effective building management program and how it will interface with the AOC facilities management unit to ensure the highest level of attention is given to facility maintenance requirements.</p> <p>This plan shall provide the foundation for daily interaction and points of contact between the Project Company and the AOC.</p>
3.2	Handback Process	<p>The Proposer must provide a Handback Plan that provides sufficient information to allow the AOC to evaluate how the Proposer’s Proposal meets and/or exceeds the Handback Requirements set out in the Project Agreement. At the minimum, the Handback Plan must include the following:</p> <ol style="list-style-type: none"> 1) Description of transfer of ownership; 2) Description of handback commitments; 3) Identification of increased asset preservation performance measures; 4) Acceptance of the handback process as outlined in the Project Agreement and identification of any proposed deviation from it; 5) Acceptance of the process for joint appointment of an Independent Inspector and the roles and responsibility and authority of such inspector; and 6) Confirmation that the life expectancies as detailed in the Performance Standards and Management Standards will be adhered

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		<p>to.</p> <p>7) Description of the process to be followed to ensure the integrity of the way life cycle renewal reserves will be managed and integrated into the overall maintenance process.</p>
3.3	Transition Plan	<p>Describe and provide details of:</p> <ol style="list-style-type: none"> 1) A plan for the transfer of inventories, information and programs that may have been implemented or procured, gathered, or provided on behalf of the AOC or the Superior Court; 2) Expected level of cooperation with the AOC and Superior Court for the transfer of records, systems and information; and 3) Any options that the Proposer proposes as being available to the AOC at the end of the Term.
3.4	Master Maintenance Plan (MMP)	<p>The Proposer must provide an MMP to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the lifecycle costs of facility ownership while maintaining industry standards and the requirements detailed in the Management Standards.</p> <p>The MMP must:</p> <ol style="list-style-type: none"> 1) Be comprehensive and dynamic, accounting for the current condition of the Project and allowing for changes in business, maintenance practices and procedures over the Term; 2) Effectively chart a course for maintenance actions and identify major repairs needed over five-year time frames; 3) Define how the Project Company will perform planned and unplanned maintenance and shall provide metrics to track maintenance performance; and 4) Define how facilities will be assessed to determine both maintenance and capital investment requirements. Capital planning in association with lifecycle replacement of all infrastructure systems and components shall be based on the <i>California Trial Court Facility Standards</i> Table 1.1 Functional Life of Building Components or Assemblies, and in compliance with the original building design and commissioning standards. <p>The Proposer must provide a proposed report format for a monthly Planned Maintenance Status Report which will be generated and submitted to the AOC by the 10th of each month. The report will address: Corrective Maintenance performed; response time metrics; completion metrics; completed preventative maintenance and deferred preventative maintenance with associated justification; and preventative maintenance plans for the next 30 day period.</p>
3.5	Operations and Maintenance	The Technical Proposal must include an Operations and Management

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	Plan	<p>Plan that reasonably demonstrates, with respect to each service, that the Proposer can comply with the requirements of the Management Standards, and indicates the Proposer’s approach to delivering the range of services for the duration of the Project.</p> <p>The Plan must provide details of the Proposer’s strategy for operation, maintenance, and rehabilitation (during and post construction) considering factors that include:</p> <ol style="list-style-type: none"> 1) Outline of the operational protocol including the operational framework that the Service Provider will implement that interfaces with the Superior Court and occupants; 2) Proposed process to finalize and update the requirements of the operational protocol prior to the Occupancy Date, including details on the role and responsibilities of both the Proposer and the Superior Court; 3) Demonstrated understanding and confirmation of the requirements contained in the Management Standards, and proposed modifications / additions to said Management Standards for consideration by the AOC; 4) Proposer’s proposed facilities management structure, and the reporting responsibilities within that structure; 5) Proposed role and composition of the Project Management Oversight Committee after the Completion Date; 6) Proposed Performance Monitoring Program and how the Proposer will ensure the integrity of the systems information, in both collection and presentation including interfacing with the AOC CAFM system which is the TRIRIGA Workplace Enterprise Management version 9i; 7) Proposed layout and format of periodic reporting; 8) Processes for developing policies and procedure documentation for each of the Management Standards; 9) Proposer’s approach to ensuring quality assurance and continuous improvement throughout the duration of the Project Agreement for each of the Management Standards; 10) Level of commitment to health, safety and environment; and 11) Planned integration of design with facilities management.
3.6	Operation Procedures Plan (OPP)	<p>The Proposer must provide a complete OPP that will support facility operations and maintenance issues, to include planning, budgeting, executing, equipping, and training, ensuring the most effective and efficient delivery of services. The Proposer’s organizational plan shall ensure standardized services are provided in an efficient and timely manner. The Proposer’s OPP plan must also include:</p> <ol style="list-style-type: none"> 1) Explanation and organizational chart of the technical support team that will manage the facility and infrastructure components on a regular basis;

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		<ul style="list-style-type: none"> 2) Proposed labor schedules and requirements by FM&R function as detailed in the Management Standards; 3) Standard Operating Orders for all systems included within the Project Company’s Initial Design proposal; 4) Procedures for asset management, inventory, and control including audit and loss remediation process; 5) Procedures for addressing each service as defined in the FM&R table in the Management Standards including: <ul style="list-style-type: none"> a) Methods for completing inspections, identifying and correcting maintenance deficiencies; b) Methods for ensuring comprehensive repairs; c) Procedures to prevent interior/exterior damage caused by any unforeseen conditions (weather, work stoppages etc.) when repairs are undertaken; d) Method of ensuring that technicians do not cause any collateral damage; e) Method for performing quality control and for obtaining and exercising warranties; f) Method of recording areas of completed work; g) Method of compliance with Air Quality Management District rules or other system specific regulated activities; and h) Method of determining how areas will be evaluated and scheduled for system repair.
3.7	Continuous Quality Assurance Plan (CQAP)	<p>The Proposer must provide a CQAP which, at minimum, includes:</p> <ul style="list-style-type: none"> 1) An inspection system covering the services stated in the Management Standards; specifying areas to be inspected on a scheduled basis and an unscheduled basis; 2) A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable; 3) KPIs to be used by Project Company personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance; 4) Data which allows the AOC to easily verify Project Company performance; 5) Description of how Project Company processes shall be changed to continually improve performance; 6) Description of management level metrics that verify compliance with the Management Standards and give trend data needed for the AOC to measure the effectiveness of the Management program; 7) A system for recording, addressing, and correcting unplanned system failures, and poor quality work with respect to the Project Company’s services; and 8) A system for recording and acting on customer feedback and

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		satisfaction with respect to the Project Company’s services. The system shall include methods for escalation procedures as well as the publishing of the results of its own CQAP program.
3.8	Human Resources Plan	<p>The Proposer must provide a Human Resources Plan for the operations period which addresses contingency procedures, payroll auditing and continuity of operations and all staff training, certifications, and organizational components necessary to meet the requirements of the Project Agreement.</p> <p>The Proposer must provide details of its contingency procedures to minimize impact to court operations due to Project Company work interruptions in order to provide continued service under the Project Agreement during periods of labor unrest such as walkouts, work slow downs, protestors and strikes, regardless of source. The plan must address the following key issues:</p> <ol style="list-style-type: none"> 1) Communication processes necessary to notify the AOC of emergency situations as well as escalation procedures regarding the resolution of problems or complaints encountered by field personnel; 2) The means to audit and report on prevailing wage compliance for all work performed by the Project Company and its Subcontractors; 3) A plan in which the Project Company will ensure continuity of court operations in the event of natural, or man-made events, such as earthquakes, civil strife, labor disputes, or fire; 4) A plan in which the Project Company will ensure continuity of Customer Liaison and Work Management services in the event of a major system failure such as electrical or hardware system failure; and 5) Contingency planning in the event of fire system failure. <p>The Proposer should provide a Master Facility Disaster Response & Business Continuity Plan which addresses major accident and disaster response management, continuity of essential services, and Court Building evacuation plans.</p>
3.9	Environmental Health and Safety Plan	<p>The Proposer must provide details of its approach to compliance with all environmental health and safety requirements applicable to the Project and to ensure compliance with Federal, State, and local ordinances including State Occupational Safety and Health Act (OSHA) requirements.</p> <p>In addition, the Proposer must provide an example of an EH&S plan used at a similar size and purpose facility, which demonstrates as a minimum the following:</p> <ol style="list-style-type: none"> 1) Adherence to the applicable OSHA. These standards will mandatory for this contract; 2) Demonstrated compliance with all federal, State and local laws and statutes concerning safety; 3) Project Company management of all work areas to ensure the

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		<p>safety of building occupants, employees, or visitors in, or near, the areas including implementation of the plan to ensure all personnel are aware of the safety requirements;</p> <p>4) That the Project Company will ensure that personnel are properly trained and certified on the equipment they are tasked to operate or maintain; and</p> <p>5) That the Project Company shall provide support to the AOC safety office to resolve facilities and infrastructure related safety issues.</p>
3.10	Hazardous Waste Management Program (HWMP) and Waste Analysis Plan (WAP)	<p>The Proposer must provide a HWMP which is in compliance with federal EPA, 40 CFR, and State OSHA guidelines.</p> <p>The Proposer must provide a WAP showing how the Project Company plans to:</p> <ol style="list-style-type: none"> 1) Identify, sample, and analyze waste streams from new and on-going processes; 2) Collect and dispose of hazardous materials separately from household and office wastes; 3) Provide 90 day Hazardous Waste accumulation points for customers; 4) Ensure that facility hazardous waste generators properly collect and handle the waste streams they generate and track the containers from cradle-to-grave; 5) Obtain and retain hazardous waste disposal permits; 6) Implement and manage a HAZMAT program that encompasses spill containment and clean up for hazardous material spills of 55 gallons or less (larger spills will require the assistance of community HAZMAT first response); 7) Properly dispose of all hazardous material spill wastes; and 8) Ensure that all employees performing HAZMAT operations shall be State certified and trained to appropriate level for which they work. <p>The Project Company is responsible for all industry standard training.</p>

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Section No.	Title	Section No.
3.11	Energy Management	<p>The Proposer must provide a plan that describes and contains details of:</p> <ol style="list-style-type: none"> 1) The way which the Proposer proposes to deliver the Energy Management Services in accordance with the requirements outlined in the Management Standards; 2) How Energy Management Services will interface with the delivery of other Operating Services; 3) The proposed means for monitoring and controlling energy systems to minimize energy consumption, including how the LEED Silver and LEED EB levels outlined in the Management Standards will be achieved; 4) Any energy guarantees the Proposer is prepared to provide in addition to any that may be specified in the Project Agreement, including details of how the Proposer proposes satisfaction of such energy guarantees will be measured or determined, and the consequences of failing to satisfy the guarantees; 5) Plans for the provision of uninterruptible power supply in case of a catastrophic event; 6) Proposed service standards and justification for selection. (e.g. industry practice, OEM specifications, other sources); and 7) The proposed whole building energy usage model as referenced in section 2.2.5 of the Management Standards.
3.12	Parking Services	<p>The Proposer must describe and provide details of:</p> <ol style="list-style-type: none"> 1) Its operational service plan, outlining the way in which the Proposer proposes to provide Parking Services in accordance with the requirements outlined in the Performance Standards and facility Management Standards; 2) Manpower structure and staffing levels, including hours of operation and Subcontractors; 3) Methods of managing a parking permit system; 4) Methods of dealing with vehicles causing obstruction; 5) Methods of dealing with parking offenders; 6) Methods of controlling access to parking; 7) Proposed tariff structure for all parking over the duration of the Term; and 8) Proposed Service Standards and justification for selection. (e.g. industry practice, OEM specifications, other sources).

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Section No.	Title	Section No.
3.13	Leasing of other space	<p>The Proposer must describe and provide details of:</p> <ol style="list-style-type: none"> 1) Its operational service plan, outlining the way in which the Proposer proposes to manage the leasing of non-Superior Court space to meet the requirements outlined in the Management Standards; 2) Manpower structure and staffing levels, including hours of operation and any subcontractors; 3) How the Proposer’s management of the non-Superior Court space will interface with the delivery of other Operating Services; and 4) How its design is going to provide separation of Court tenants from non Court tenants and promote the impartiality of the Judicial Branch.

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PACKAGE C: FINANCIAL AND COMMERCIAL PROPOSAL		
<p>In Package C, the Proposer must demonstrate that its financial model and plan are well developed and robust and that it has sufficient support from Lenders and equity investors for the Project. This Package has a total value of 350 points.</p>		
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Structure of the Project Company and relationship with the AOC		
4.0	Structure of the Project Company	The Proposer must describe the legal structure of the Project Company and the existing or anticipated contractual relationship between Project Company team members.
4.1	Relationship with the AOC/Superior Court	The Proposer must describe the management structure of and team members within the Project Company and their roles in interacting with the AOC.
Project Agreement		
4.2	Final Draft Project Agreement	<p>The Proposer must:</p> <ol style="list-style-type: none"> 1) Confirm that the terms of the Final Draft Project Agreement are acceptable to the Proposer and its Project Contractors; or 2) Describe any requested amendments to the Final Draft Project Agreement using the Project Agreement Comments Form attached as Exhibit F to this RFP. Proposers must provide separate forms for a Tax-Exempt financing proposal and a Taxable financing proposal if appropriate. The comments must include: <ol style="list-style-type: none"> a) A detailed list of all requested amendments b) Reasons for each requested change c) Suggested revised drafting d) Price of the variance, expressed as the price increase or decrease of including the variance for each change or each group of related changes e) Whether acceptance of the variance by the AOC is a mandatory condition of the Proposal.
4.3	Proposer's Lender(s)/Financing commitment	<p>The Proposer must provide confirmation from its lenders that:</p> <ol style="list-style-type: none"> 1) The Proposer's timetable and steps required to reach Financial Close are achievable; and 2) Each lender's counsel has reviewed the Final Draft Project Agreement and that the Proposer's proposal includes the lenders' comments on the Final Draft Project Agreement.

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4.4	Project Contractors	The Proposer must provide information regarding its Project Contractors, including, at a minimum, draft term sheets executed by all applicable parties for all major contractors, including design, construction, operation, maintenance and lifecycle.
	Commercial Issues	
4.5	Added Benefits	The Proposer must summarize any commercial opportunities related to the Project that the Proposer would be interested in including in the Project Agreement that would offer both the Proposer and the AOC additional benefits.
4.6	Financial Assumptions as basis for Financial Submission	
	Key Dates	<ol style="list-style-type: none"> 1) The Proposer must use an assumed date of September 30, 2009 as the basis for developing their Financial Proposal (the “Base Date”). 2) The Proposer must use an assumed date of March 31, 2010 for Financial Close (the “Assumed Financial Close Date”).
	Currency	The Proposer must provide prices as of the Base Date in US dollars
	Inflation	<p>The Proposer must assume that an element of the Service Fee will be indexed using the California Consumer Price Index (CPI) in accordance with Article 18 of the Draft Project Agreement. For Proposal evaluation purposes, Proposers must assume CPI at a rate of 2.0% per annum and indexation will be applied on an annual basis starting on July 1 and ending on June 30. The AOC is prepared to pay indexation only on:</p> <ol style="list-style-type: none"> a) Service costs; b) Lifecycle costs; and c) Other operating costs, including the Project Company’s management and direct operating costs. <p>The Service Fee must be level for the entire Operating Period.</p>

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	Interest rates	<p>As part of the Collaborative Discussions, the AOC and its advisors will discuss with Proposers the implications of then-current interest rates, their volatility and elements of any proposal that depend on hedging strategies to arrive at an appropriate interest rate assumption for the submission of Proposals.</p> <ol style="list-style-type: none"> 1) The Proposer must provide to the AOC’s Contact Person two weeks prior to the Closing Date the benchmark rate(s) that it will use in its Proposal. Based on the information provided by the Proposer, the AOC will verify, within three days, the benchmark rate(s) that the Proposer is to use in preparation of its Package C. 2) The Proposer must price the benchmark rate(s) at 10.00 a.m. EST on the date two weeks prior to the Closing Date, and provide the AOC with all supporting information (including the screen from which the benchmark rate was extracted, the average life and / or drawdown and repayment profile) that would allow the AOC to verify the reference interest benchmark rate(s). 3) The AOC will verify the reference interest benchmark rate(s) for each Proposer in order to consider the financing structure of the Proposals. The AOC will verify the respective benchmark rate(s) to each Proposer independently. 4) The rate(s) verified by the AOC will be used in the calculation of that Proposer’s proposed Service Fee. 5) The Proposer must provide full details and explanations of any credit spread, Lenders’ margins and other adjustments to benchmark rate(s) that the Proposer considers appropriate. 6) The Proposer must advise the AOC of the method of establishing a benchmark rate with respect to any Tax-Exempt financing component.
	Discount rate	The AOC is in the process of finalizing the discount rate for the purposes of the NPV calculation. The AOC will provide the discount rate to the Proposers during the Proposal phase.
	Tax	The Proposer must provide full details of its taxation assumptions to demonstrate that the Proposer has given full consideration to all tax implications in preparing the Proposal.
	Article 18	The Proposer must use Article 18 of the Draft Project Agreement without modification to calculate the Proposer’s Service Fee. For the purposes of modelling, the Proposer must assume 100% performance and availability.

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	Refinancing	<p>The Proposer must describe any plans for refinancing. If a Proposer plans to refinance debt, the Proposer must provide full details including assumptions with respect to:</p> <ol style="list-style-type: none">1) The structure and the timing of refinancing;2) Interest rates;3) Margins;4) Timing of repayments;5) Reserve accounts; and6) Cover ratios.

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4.7	Financing Plan	<p>The Proposer must demonstrate that it has the capacity to finance the Project from design and construction through the full Operating Period to the end of the Term.</p> <p>The Proposer must provide a full description of a complete financing plan for the Project Agreement, including the amounts and timing of required funds through the Design-Build Period and the complete Operating Period, including all the Operating Services and the lifecycle maintenance. The sources of funds must match the demand for funds throughout both the Design-Build Period and the Operating Period. The Financing Plan must demonstrate the sources of finance and the level of commitment of the financing, and include the following information:</p> <ol style="list-style-type: none"> 1) Full details of each source of financing, including equity, any construction or standby facilities, subordinated debt, capital markets debt, variation facilities and internally generated funds (separated into interest earned on deposits, reserve accounts, and third party income); 2) Identification and credit status of each investor and the amount to be provided by each investor, including yields or returns; 3) For each investor subscribing equity or quasi-equity, details about the availability of equity / quasi-equity finance, including, as applicable, copies of all relevant agreements and board minutes approving the quantum of equity / quasi-equity to be provided; 4) If guarantees are to be provided as part of the financing package, written confirmation by each shareholder’s parent company, stating that it is able to provide a parent company guarantee in relation to the availability of the equity / quasi-equity for the Project, and that it has adequate funds available; 5) If any equity or quasi-equity finance is to be raised from external sources, specify such sources and provide written confirmation from the providers as to their willingness to provide funding and the amount of funding available 6) Full description (including, where applicable, copies of all relevant agreements) evidencing and confirming the extent of support (including performance guarantees) that is to be provided in respect of the obligations and liabilities of the Project Company by each of the Project Company’s shareholders, subcontractors and associated third parties, including details of any parent and ultimate parent company involvement in any and all such elements of support; and 7) With respect to any Tax-Exempt financing component, the details of any such financing, including the issuer, any credit support, financing structure and documentation, method of sale, and schedule for closing such financing.

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		<p>8) The Proposer must provide term sheets for all the financing providers including:</p> <ul style="list-style-type: none"> a) The identity of the arranger or underwriter b) Type of financing facility c) Purpose of facility d) Availability period e) The amount of financing proposed or committed and currency in which it is to be provided f) The drawdown schedule g) Details of grace periods, including duration and contingency h) Repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses) i) Details of the performance security package to be provided by each of the Project contractors, including details of letters of credit or other security, bonding or guarantee requirements and costs (from either parents or third parties) j) Arrangement, underwriting, commitment, agency and all other fees k) Interest rates (whether fixed or floating) specifying base rate, other credit spreads and all margins and including any ratchet mechanism l) Requirements for reserve accounts m) Any proposed hedging arrangements in respect of interest rates n) Events of default and other similar arrangements o) Step-in arrangements consistent with the Project Agreement p) Conditions precedent q) Due diligence requirements r) Any other restrictions, requirements or conditions that may materially impact the Proposer’s ability to raise financing or drawdown on committed financing after Financial Close s) If the Financing Plan is dependent on a credit rating, an indicative credit rating from one or more Ratings Services t) A confirmation letter from the Proposer’s Financial Advisor stating that the Financing Plan is achievable and robust u) Details of any working capital requirements and details of how these requirements will be met v) Details of any standby facilities provided to satisfy the requirements of the Project Agreement w) To the extent that other forms of finance, other than debt and equity, are to be used the Proposer is to provide appropriate details equivalent to those requested above for equity and debt finance.

EXHIBIT A – SUBMISSION REQUIREMENTS

Section No.	Title	Contents
		<p>9) The Proposer must provide clear and express written statements of support directly from all proposed lenders (including equity providers) which should confirm:</p> <ul style="list-style-type: none"> a) The lender has reviewed and accepted the Financial Model (stating version number) b) The level of approval obtained from the lender and any and all conditions which must be satisfied before the funding will become committed c) The process necessary to provide committed funds at Financial Close and the likely timetable for that process d) That the funds can be committed within the timetable for the Project <p>10) The Proposer must describe and provide details of its proposed interest rate hedging strategy, if any that may be used, including the time period over which a hedge is expected to be in place and the proportion of the debt repayments that are to be hedged.</p> <p>11) With respect to any publicly offered Taxable or Tax-Exempt financing, the Proposer must provide evidence of interim financing or a confirmation letter from the Proposer’s Financial Advisor stating that such debt can be issued by Financial Close.</p>
4.8	Financial Model	<p>The Proposer is to provide the computer model it has used and which is proposed to become the Financial Model under the Project Agreement in the format specified in this Exhibit A. The file must meet the requirements below and must allow the viewer access to all internal formulas, data and assumptions together with a full print out of all model sheets. This computer model will ultimately, if the Proposer is selected and becomes the Project Company, become the Financial Model referred to in the Project Agreement.</p>
4.9	General Model Requirements	<p>The Proposer’s Financial Model must:</p> <ul style="list-style-type: none"> 1) Provide financial projections (cost and revenue projections) on a semi-annual basis (for each period ending December 31 and June 30) from Financial Close until the end of the Project Term; 2) Be expressed in US dollars and be able to be presented in both real terms and nominal terms; 3) Include a print option macro; and 4) There should be no circular references or balancing numbers and no input numbers in the calculation worksheets

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NEW LONG BEACH COURT BUILDING
LONG BEACH CALIFORNIA
EXHIBIT A – SUBMISSION REQUIREMENTS

Section No.	Title	Contents
4.10	Specific Model Requirements	<ol style="list-style-type: none"> 1) The proposed Financial Model must include and provide: <ol style="list-style-type: none"> a) Assumption schedules: <ol style="list-style-type: none"> i) Capital and operating costs; ii) Taxation; iii) Service Fee; and iv) A scenario control sheet. b) Outputs: <ol style="list-style-type: none"> i) A schedule of payments by the AOC that sets out the expected date of payment and the amount to be paid by the AOC, in both real and nominal terms; ii) The proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid; iii) The calculation of Project returns for the different elements of financing; iv) Projected income statements; v) Projected balance sheet; vi) Cash flow projections; vii) Cash cascade in order of seniority (which should be consistent with any funding term sheets); and viii) Supporting schedules. 2) The proposed Financial Model should produce the following outputs: <ol style="list-style-type: none"> a) Project internal rate of return (IRR), before financing and tax, in both real terms and nominal terms; b) Return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that incorporates all sub-senior debt finance; c) Debt to equity ratio at the time of Financial Close and at Occupancy Date, defined as total financial debt divided by total shareholders funds; d) Drawdown schedules, including dates and amounts for all sources of finance on a semi-annual basis; e) Weighted average cost of capital at assumed Financial Close Date; f) Annual debt service cover ratio and loan life cover ratio for each year of the Term, with minimum and average ratios;

EXHIBIT A – SUBMISSION REQUIREMENTS

Section No	Title	Contents
		<ul style="list-style-type: none"> g) Any other ratios that are considered relevant to the proposed financial structure, financial covenants or financing agreements; h) The precise timing of any equity injections and details of the phasing, if appropriate; i) NPV of real annual Service Fee, assuming no deductions for unavailability or poor performance, discounted at the rates to be provided as set out in Section 4.6; j) Summary financial statements, in nominal terms only, for each year of the Project Term, in accordance with Generally Accepted Accounting Practice (GAAP); k) The construction price that is included in the Financial Model will be the Proposer’s estimated out-turn construction price at the Assumed Financial Close Date; l) A breakdown of development costs; m) Revenues and costs on a semi-annual basis; n) Facilities management costs; o) Lifecycle costs; p) A breakdown of Project Company revenues and costs; q) Other operating costs; r) Net income from income generation activities, analyzed by activity; and s) Revenue and capital flows.

REQUEST FOR PROPOSALS
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Section No	Title	Contents
4.11	Financial Model Data Book	<p>1) The Proposer must provide a detailed and comprehensive Financial Model specification booklet-including, instructions for using the Financial Model, including:</p> <ul style="list-style-type: none"> a) How changes to input variables should be entered; b) How to run the model following changes to inputs; c) How to run sensitivities; d) Details of all macros, if any, contained in the model; e) How to print key reports and the entire model; f) Details of the optimization procedure; and g) Construction of the model, including contents list of sheets and data contained within. <p>2) As part of the Financial Model specification booklet, the Proposer must provide full details of the model inputs which identifies and includes:</p> <ul style="list-style-type: none"> a) For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans; b) Capital and operating cost schedules; c) Macro-economic assumptions, including interest and inflation rates; d) Taxation assumptions; e) The assumptions made in relation to applicable sales tax liabilities and recoverability; f) Accounting policies, including depreciation by asset type, and working capital requirements; g) All other assumptions that have been necessary in order to construct the Financial Model; and h) The Inputs Data should be consistent with, and reconcile to, the Financial Model.
4.12	Sensitivity analyses	<p>As part of the review and evaluation of Proposals, Proposers must provide the sensitivities listed below. The AOC reserves the right to request additional sensitivities:</p> <ul style="list-style-type: none"> a) Interest costs: <ul style="list-style-type: none"> i) 0.5% reduction in the benchmark rate; and ii) 0.5% increase in the benchmark rate.

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Section No	Title	Contents
	Insurance	
4.13	Insurance	Proposers must include the insurance requirements as detailed in Appendix 7 of the Final Draft Project Agreement.



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

REQUEST FOR PROPOSALS
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LONG BEACH CALIFORNIA
EXHIBIT B- CONSULTING AGREEMENT

See following document

AGREEMENT COVERSHEET
for RFP Proposer Services with Deliverables rev 5/09

AGREEMENT NUMBER



[Agreement number]

FEDERAL EMPLOYER ID NUMBER

[Fed. employer ID number]

1. In this agreement (the "Agreement"), the term "Proposer" refers to **[Proposer name]**, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
2. This Agreement becomes effective [Date] (the "Effective Date"), and expires on the latter of the date that (i) Compensation is paid to Proposer under Appendix C or (ii) the AOC and Proposer enter into a Project Agreement.
3. The maximum amount that Proposer may be Compensated under this Agreement is **\$500,000**.
4. Proposer and AOC agree to the terms and conditions of this Agreement, which is made up of this Coversheet, the following Appendices, and any attachments:

- Appendix A – Background
- Appendix B – Scope of Work
- Appendix C – Payment Provisions
- Appendix D – General Provisions
- Appendix E – Definitions

AOC'S SIGNATURE	PROPOSER'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS	PROPOSER'S NAME <i>(If Proposer is not an individual person, state whether Proposer is a corporation, partnership, etc., and the state where Proposer is organized.)</i> [PROPOSER NAME]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker, Business Services Manager	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS AND PHONE NUMBER 455 Golden Gate Ave. San Francisco, CA 94102 (415) 865-4090	ADDRESS AND PHONE NUMBER [Proposer address and signatory's phone number]

AOC Use Only

Agreement Number				[Agreement Number]			
Proposer Name				[Proposer Name]			
Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Amount Encumbered by this Document:		Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:				
\$0.00		\$0.00	\$0.00				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER _____				DATE _____			

**APPENDIX A
BACKGROUND**

- A. AOC issued a request for qualifications dated November 17, 2008 (“RFQ”), to procure the design, construction, financing, commissioning, operation, maintenance and management of the new Los Angeles County - Long Beach Court Building (the “Project”).
- B. AOC evaluated the statements of qualifications submitted in response to the RFQ, and, based upon the criteria set forth in the RFQ, AOC selected three firms to receive a request for proposals (“RFP”) for the Project. These include Proposer, [REDACTED], and [REDACTED] (each a “Qualified Party”).
- C. A Qualified Party must enter into a consulting agreement with AOC substantially in the form of this Agreement, unless they do not wish to submit proposals.
- D. Proposer intends to prepare and submit a proposal for the Project in response to the RFP (the “Proposal”).
- E. AOC intends to select one of the Qualified Parties (the “Project Company”) to enter into an agreement for the implementation of the Project (the “Project Agreement”) based on the selection criteria in the RFP.

END OF APPENDIX A

APPENDIX B
SCOPE OF SERVICES; WORK AND PAYMENT OBLIGATIONS

- 1. Scope of Services and Work.** Proposer will plan, design, and develop the Project in concept; furnish data, information, concepts, and ideas relating to the Project; prepare drawings, plans and specifications for the Project; and submit a Proposal for the Project based on its work (the “Services”). Proposer will devote sufficient resources to the Services to ensure its Proposal will be responsive under the criteria set out in the RFP, and developed and detailed to the extent necessary and appropriate for AOC to evaluate the Proposal fully based on applicable criteria. Proposer will maintain its level of effort in performing the Services from execution of this Agreement through delivery of its Proposal, regardless of any circumstances that it considers, rightly or wrongly, to suggest that it is or is not in a leading position in the competition for the award of the Project Agreement.
- 2. Fees to be Paid by Proposer.** If AOC executes a Project Agreement, and Proposer is the Project Company, Proposer will pay each of the two unsuccessful Qualified Parties \$500,000, for a total of \$1 million, in accordance with the payment terms and conditions provided in Appendix C. The other Qualified Parties are intended third-party beneficiaries of this section.
- 3. Designation of Project Managers.** If appointed by the parties, project managers may make day-to-day decisions related to the implementation of Services, but their decisions may not materially limit rights or expand responsibilities of the parties under this Agreement. The parties’ respective project managers, if any, and their contact information are set out in Attachment 1.

END OF APPENDIX B

APPENDIX C PAYMENT PROVISIONS

1. Compensation.

1.1 Fees. As Proposer's full Compensation:

- (A) If AOC executes a Project Agreement and Proposer is not the Project Company, AOC will through one or more contracts with the Project Company cause the Project Company to pay Proposer a fee in the amount of \$500,000.
- (B) If AOC terminates the Project after the Closing Date of the RFP, AOC will pay Proposer \$500,000.

1.2 Limitation on Compensation. Proposer is not entitled to any fees or other Compensation unless Proposer has provided the Services and submitted a Proposal that, in the sole and absolute judgment of AOC, is a responsive Proposal determined under the criteria of the RFP.

1.3 Maximum Contract Amount; Expenses. AOC will not reimburse Proposer for any expenses, regardless of the amount of fee Compensation, if any. The sum of \$500,000 is the aggregate maximum Compensation to which Proposer may become entitled under this Agreement.

2. Invoicing and Payment.

2.1 Compensation is Owed by AOC. If Compensation is owed Proposer by AOC, then:

- (A) If AOC provides following the Closing Date of the RFP a notice to Proposer that AOC is terminating the Project, Proposer will invoice AOC within the 45-day period following delivery of the AOC's notice, and AOC will pay undisputed amounts within 45-days of receipt of the invoice.
- (B) If AOC terminates the Project after the Closing Date by failing to enter into a Project Agreement during the period beginning on the Closing Date and ending 495 days later, then Proposer will invoice AOC within 45-days following the 495-day period, and AOC will pay undisputed amounts within 45-days of receipt of that invoice.

2.2 Compensation is Owed by the Project Company.

- (A) If Compensation is owed Proposer by the Project Company, then Proposer will submit its invoice to AOC within the 45-day period following the date the AOC and the Project Company execute the Project Agreement, or notice by the AOC that the Project Agreement has been executed, whichever is later. AOC will promptly forward the invoice to the Project Company, and the Project Company will pay the full amount of the invoice within 30-days of receipt.

(B) AOC's sole responsibility is to provide Proposer's invoice to the Project Company to initiate payment directly to Proposer from the Project Company. If payment is not made to Proposer by the Project Company in accordance with this Agreement or pursuant to the Project Company's contracts with AOC, AOC's sole responsibility is to assign or convey to Proposer such rights as are then necessary for Proposer to enforce its third-party payment rights under AOC's contracts with the Project Company. AOC is not a guarantor of any payment owing from the Project Company, and Proposer irrevocably waives all rights against AOC for all payments.

2.3 Billing Guidelines. Proposer will adhere to all AOC billing guidelines and include with its invoice all information and supporting documentation that AOC requests. Payment does not imply acceptance of Proposer's invoice or Proposal. Proposer will immediately refund any payment made in error.

3. Availability of Funds. AOC's obligation to pay Proposer's Compensation is subject to the availability of funds. AOC will notify Proposer if funds become unavailable or limited during the Term of this Agreement.

END OF APPENDIX C

**APPENDIX D
GENERAL PROVISIONS**

1. Representations and Warranties.

- 1.1 Proposer's Representations and Warranties. Proposer represents and warrants that the following statements are true, except as Proposer may otherwise explain by attaching a list of exceptions as Schedule D-1:
- (A) *Qualification.* Proposer maintains all certifications, registrations, permits, and licenses required to perform the Services.
 - (B) *No Gratuities.* Proposer has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any Judicial Branch Entity or Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - (C) *No Conflict of Interest.* Proposer has no interest that would constitute a conflict of interest under California Government Code sections 1090 *et seq.* or 87100 *et seq.*; or under Rule of Court 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
 - (D) *No Interference with other Agreements.* This Agreement does not constitute a conflict of interest or default under any of Proposer's other agreements.
 - (E) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against Proposer that relates to Proposer's business, Proposer's financial condition, or the Services to be performed under this Agreement.
 - (F) *Compliance with Laws.*
 - (1) **General.** Proposer is in compliance in all material respects with all laws, rules, and regulations applicable to Proposer's business and services, and Proposer pays all undisputed debts when they come due.
 - (2) **Specific.**
 - (a) **Non-discrimination.** Proposer does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, domestic partner or marital status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), sexual orientation, status as a veteran, or any other basis prohibited by law.

- (b) **No Harassment.** Proposer does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Proposer may interact in the performance of this Agreement, and Proposer takes all reasonable steps to prevent unlawful harassment from occurring.
- (c) **Work Eligibility; Employment and Labor Laws.** Proposer and any personnel assigned to this matter by Proposer are able to work legally in the United States and possess valid proof of work eligibility. Proposer also complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), California's Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and California Code of Regulations, title 2, section 7285 *et seq.*
- (d) **Drug Free Workplace.** Proposer provides a drug-free workplace as required by California Government Code sections 8355-8357.

1.2 **Representations and Warranties to Remain True.** During the Term of this Agreement, Proposer will not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Proposer will promptly notify AOC if any representation and warranty becomes untrue. From time to time, Proposer will provide AOC, upon AOC's request, with proof of the continuing accuracy of these representations and warranty.

2. Indemnity. Proposer will indemnify and defend, with counsel satisfactory to AOC, Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Proposer's performance of, or failure to perform, the Services or other duties of Proposer under this Agreement, or (ii) any breach of this Agreement by Proposer. Proposer's duties of indemnification and defense exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. Insurance.

3.1 **Basic Coverage.** Proposer will maintain at Proposer's expense the following insurance during the Term of this Agreement:

- (A) *Workers Compensation and Employer's Liability.* The policy is required only if Proposer has employees. It includes workers' compensation, to meet minimum requirements of the California Labor Code, and employer's liability limits of \$1 million per accident.
- (B) *Commercial General Liability.* The policy covers bodily injury and property damage, products and completed operations, liability assumed in a contract, and personal and advertising injury liability, at minimum limits of \$1 million per occurrence, combined single limit.

- (C) *Professional Liability*. The policy covers liability resulting from errors or omissions committed in Proposer's performance of Services under this Agreement, at minimum limits of \$1 million per claim.
- (D) *Commercial or Business Automobile Liability*. This policy is required only if Proposer uses any vehicles in the performance of Services. The policy covers bodily injury and property damage liability and is applicable to all vehicles used in the performance of Services whether owned, non-owned, leased, or hired. The minimum limit is \$1 million per accident, combined single limit.
- (E) *Commercial Crime Insurance*. This policy is required only if Proposer comes into possession of AOC property or provides Services on AOC premises. The policy covers dishonest acts including loss due to theft of money, securities, and property; forgery and alteration of documents; damage to AOC's buildings and property; and fraudulent transfer of money, securities, and property. The minimum liability limit is \$1 million per occurrence.
- 3.2 "Claims Made" Coverage. If any required policy is written on a "claims made" form, Proposer will maintain the coverage continuously throughout the Term and without lapse for three years beyond the termination or expiration of this Agreement and AOC's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy may be no later than the date that Services commence under this Agreement.
- 3.3 Umbrella Policies. Proposer may satisfy basic coverage limits through any combination of basic coverage and umbrella coverage.
- 3.4 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case, the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.5 Deductibles and Self-Insured Retentions. Proposer will declare to AOC all deductibles and self-insured retentions that exceed \$100,000. Any deductibles or self-insured retentions that exceed \$100,000 are subject to AOC's approval. Deductibles and self-insured retentions do not limit Proposer's liability.
- 3.6 Certificates of Insurance. Before Proposer begins performing Services, Proposer will give AOC certificates of insurance attesting to the existence of coverage and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 days' prior written notice to AOC.
- (A) *Endorsements*. Certificates of the following policies must contain an additional insured endorsement naming Judicial Branch Entities and Judicial Branch Personnel as additional insureds:

- (1) Commercial general liability insurance;
 - (2) Commercial automobile liability basic coverage insurance; and
 - (3) Commercial umbrella liability insurance, if any.
- (B) *Waiver of Subrogation*. Each certificate must provide that coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
- (C) *Separation of Insureds*. Each policy must apply separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability.
- 3.7 **Subcontractors; Partnerships**. Proposer will include all subcontractors as insured parties under Proposer's policies, or Proposer will furnish separate certificates and endorsements for each sub-proposer. If Proposer is an association, partnership, or other joint business venture, coverage may be provided by either of the following methods:
- (A) *Separate*. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - (B) *Joint*. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.8 **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, and that is authorized to transact business in the State.
- 3.9 **Consequences of Lapse**. If required insurance lapses during the Term, AOC is not required to process invoices after such lapse until Proposer provides evidence of reinstatement that is effective as of the lapse date.

4. Default and Remedies.

- 4.1 **Default**. A default exists under this Agreement if Proposer:
- (A) makes a material misrepresentation in writing; or
 - (B) fails or are unable to meet or perform any of its duties under this Agreement, and
 - (1) is incapable of curing this failure, or
 - (2) does not cure this failure within five days following notice.

4.2 Notice. Proposer will notify AOC immediately if Proposer defaults or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

4.3 Remedies.

(A) *Available Remedies.* AOC may do any of the following:

- (1) require Proposer to enter into non-binding mediation;
- (2) terminate this Agreement in accordance with this Appendix D;
- (3) eliminate Proposer's right to any or all Compensation; and
- (4) seek any other available remedy at law or in equity.

(B) *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

5. Termination; Effect of Expiration or Termination.

5.1 Early Termination.

(A) AOC may terminate this Agreement, in whole or in part, immediately "for cause" if Proposer is then in default.

(B) AOC may limit Proposer's Services at any time, and, proportionately, Proposer's Compensation, if:

- (1) AOC determines that having Proposer provide the Services has become infeasible due to changes in applicable laws or regulations; or
- (2) expected or actual funding to pay Proposer's Compensation is withdrawn, reduced, or limited.

(C) AOC may terminate this entire Agreement, for any reason or no reason, by giving Proposer 10-days' notice.

(D) This entire Agreement will terminate immediately, without further action of the parties, upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

5.2 Effect of Expiration and Early Termination; Survival.

(A) Upon the Termination Date:

- (1) AOC will be released from Compensating Proposer for Services, other than Compensation otherwise due under Appendix C for Services Proposer satisfactorily performed before the Termination Date and not further limited under section 4 as a remedy upon an event of default; and

(2) Proposer will be released from performing Services.

(B) All rights and duties in this Appendix C will survive the expiration or termination of this Agreement, except that Proposer need not maintain insurance written on an “occurrence” form.

6. Assignment and Subcontracting; Successors.

6.1 Prohibition. Proposer may not subcontract or delegate any duties, or assign any rights under this Agreement, without the prior written consent of AOC. AOC’s consent may be withheld for any reason or no reason. Any attempt to subcontract or delegate duties or assign rights is void without the AOC’s written consent.

6.2 Minimum Requirements. Even with AOC’s written consent, no subcontract, assignment, or delegation will be valid unless there is also a written agreement among Proposer and all assignees and sub-proposers, stating that the sub-proposers and assignees:

(A) Are jointly and severally liable with Proposer for duties that are assigned, subcontracted, or delegated;

(B) Affirm the rights granted in this Agreement to AOC, and give AOC the same rights in relation to the assignee or sub-proposer as the AOC has under this Agreement in relation to Proposer, except that the rights will be deemed to relate, as context dictates, solely to the duties assigned or subcontracted;

(C) Make the same promises, representations, and warranties as are made by Proposer in this Agreement, except that they will be deemed to relate, as context dictates, to the assignee or sub-proposer, and the duties assigned or subcontracted; and

(D) Appoint the AOC an intended third party beneficiary under the agreement between Proposer and assignee or sub-proposer.

6.3 No Release. Any assignment or subcontract will not relieve Proposer of Proposer’s duties under this Agreement.

6.4 Successors. This Agreement binds the parties and their heirs, successors, and assignees.

7. Notices. Notices under this Agreement must be in writing and delivered to the other party’s signatory on the Coversheet to this Agreement, with a copy to the other party’s project manager if one is listed on Attachment 1. Delivery will be effective only if made in person, via a reputable courier, or by registered or certified mail (postage pre-paid). Notice is effective upon receipt; however, a correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified is effective on the first business day on which delivery is attempted during regular business hours of the recipient. Either party may change the name and address for notice by giving notice as instructed under this section.

8. Miscellaneous Provisions; Interpretation.

8.1 Independent Contractor.

- (A) Proposer is an independent contractor to AOC. No employer-employee, partnership, joint venture, or agency relationship exists between Proposer and AOC. Nothing Proposer does, or fails to do, when performing this Agreement will make Proposer or its personnel employees of AOC, and AOC will not afford Proposer or its personnel the benefits that AOC provides its employees.
- (B) Proposer will inform AOC immediately if the State, or United States Internal Revenue Service or any other federal agency inquires about Proposer's status as an independent contractor. Proposer will give AOC copies of all written materials between the agency and Proposer, along with an opportunity to review and provide input into all written materials provided to the agency. Also, AOC may participate in all conversations with the agency.

8.2 Proposer's Personnel.

- (A) Proposer may assign to this project only persons who have the training, education, and experience to perform Proposer's Services according to applicable services level agreements. If AOC is dissatisfied with any of Proposer's personnel, for any reason or no reason, Proposer will replace them with other, qualified personnel. Proposer will use reasonable efforts to minimize the turnover of Proposer's personnel assigned to this project.
- (B) Proposer will obtain and provide to AOC, at no additional cost to AOC, all releases, waivers, and permissions AOC may require to undertake background checks of Proposer and Proposer's personnel. Proposer will not permit anyone refusing to undergo a background check to perform Services under this Agreement.

8.3 Ownership of Materials and Property; Records; Audits.

- (A) Everything created, developed, or produced in the course of Proposer's performance of the Services, including, for example, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information, and other materials or data (the "Data") in any form, prepared, or in the process of being prepared, are works made for hire by Proposer for AOC and are the sole property of AOC. AOC owns, without further conveyance, all of the right, title, and interest, in and to the Data, including, for example, all trademarks, copyrights, trade secrets, patents, and any other intellectual property rights (collectively, the "Intellectual Property Rights") in the Data. To the extent any of the Data are not works for hire, Proposer irrevocably now conveys and assigns its entire right, title and interest in and to all of that Data, whether or not it now exists or will or be created, developed, or produced following execution of this Agreement. At AOC's request, Proposer will assist AOC in AOC's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. Proposer irrevocably appoints AOC as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that AOC

deems necessary to perfect AOC's interest and Intellectual Property Rights in the Data as set forth in this Agreement.

- (B) AOC is entitled to access copies of the Data in whatever form, including, for example, CAD copies, at all times during the term of this Agreement. Except for Data delivered to AOC, Proposer will maintain all Data related primarily to this Agreement or the Services, including financial records, in an accessible location and condition for a minimum period of four years after the later of:
- (1) the date that Proposer receives final payment under this Agreement; and
 - (2) the date that AOC resolves with Proposer the findings of any final audit.

Proposer will allow AOC and AOC's designees to review and audit Data relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Proposer will correct errors and deficiencies by the 20th day of the month following the review or audit. If an audit reveals that Proposer has overcharged AOC by five percent or more, Proposer's legal duties will include paying or reimbursing Judicial Branch Entities for the cost of performing the audit.

- (C) Proposer will deliver to AOC immediately following the Termination Date any Data not then in the possession of AOC, for example, Data in the possession of a subcontractor. If any Data are lost, damaged, or destroyed before final delivery to AOC, Proposer will replace them at its own expense, and Proposer assumes all risks of loss, damage, or destruction until AOC receives them.
- (D) AOC acknowledges that the Data provided by Proposer under this Agreement may contain certain design details, features, and concepts from Proposer's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Proposer. Nothing in this Agreement may be construed as a limitation on Proposer's right to continue using these separate design details, features, and concepts on other projects, in other contexts or for other clients.
- (E) AOC acknowledges Proposer's work product, including electronic files, are instruments of professional service. If AOC reuses or makes any modification to Proposer's work product without the prior written authorization of Proposer, AOC will indemnify and defend, with counsel satisfactory to Proposer, Proposer, and its officers, directors, employees, agents, and representatives, against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon the reuse or modification of Proposer's work product by AOC, or by any person or entity that lawfully acquires or obtains Proposer's work product from or through AOC, without the written authorization of Proposer. AOC's duties of indemnification and defense exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

8.4 Confidential Information; Publicity.

(A) *Confidential Information.* Proposer will hold in confidence all information that AOC discloses to Proposer, including, for example, the following information:

- (1) the terms and conditions of this Agreement;
- (2) all written information that is marked "Confidential";
- (3) all non-public information in electronic form to which Proposer has access; and
- (4) all verbal information AOC confirms in writing to have been confidential.

Confidential information does not include any information that (i) is now or subsequently becomes publicly available without breach of this Agreement, (ii) can be demonstrated to have been lawfully known to Proposer at the time of its receipt from AOC, (iii) is rightfully received by Proposer from a third-party who did not acquire or disclose the information by a wrongful or tortuous act, or (iv) can be shown by documentation to have been independently developed by Proposer without reference to any Confidential Information.

(B) *Publicity.* Proposer may not make any public announcement or press release about this Agreement without AOC's approval. Approval does not constitute an endorsement of Proposer by AOC.

(C) *Specific Performance.* Proposer acknowledges that a default under this section 8.4 would result in irreparable damage for which no adequate remedy would be available. Accordingly, AOC may seek injunctive or other equitable relief if there is a breach.

8.5 Choice of Law. California law, without regard to its choice-of-law provisions, governs this Agreement.

8.6 Negotiated Agreement. The parties have arrived at this Agreement through mutual negotiation. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

8.7 Entire Agreement; Amendment and Waiver. This Agreement contains the parties' entire understanding related to its subject matter. No amendment to this Agreement is effective unless in writing. A party may not waive the other party's default or any breach of the terms or conditions of this Agreement except by notice in writing. A party's waiver does not constitute a waiver by that party of any later default or breach of those terms or conditions, or waiver of any other breach or other terms or conditions.

8.8 Authority and Binding Effect. Each party warrants it has the authority to enter into this Agreement, it may perform its duties under this Agreement, and its representatives who sign this Agreement have the authority to do so. Each party warrants this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms.

8.9 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

- 8.10 Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.11 Time of the Essence. Time is of the essence in the performance of Services under this Agreement.
- 8.12 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

END OF APPENDIX D

APPENDIX E DEFINITIONS

As used in this Agreement, the following terms have the indicated meanings:

“**Agreement**” has the meaning provided on the Coversheet.

“**AOC**” has the meaning provided in the Coversheet and is the staff agency to the Judicial Council of California.

“**Closing Date**” has the meaning provided in the RFP.

“**Compensate**” and “**Compensation**” refer to all remuneration owed to Proposer in respect of Services, including, for example, Proposer’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“**County**” means the County of Los Angeles.

“**Court**” means the Superior Court of California, County of Los Angeles.

“**Data**” has the meaning provided in Appendix D, section 8.3 (A).

“**Design–Build Date**” has the meaning provided in the Draft Project Agreement.

“**Draft Project Agreement**” has the meaning provided in the RFP.

“**Effective Date**” has the meaning provided on the Coversheet to this Agreement.

“**Intellectual Property Rights**” has the meaning provided in Appendix D, section 8.3 (A).

“**Judicial Branch Entity**” has the meaning provided in Government Code sections 900.3 and 940.3, which is any superior court, court of appeal, the Supreme Court, the Judicial Council of California, or the Administrative Office of Courts.

“**Judicial Branch Personnel**” means members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, and representatives of a Judicial Branch Entity.

“**Project**” has the meaning provided in Appendix A.

“**Project Agreement**” has the meaning provided in Appendix A.

“**Project Company**” has the meaning provided in Appendix A.

“**Proposer**” has the meaning provided on the Coversheet.

“**Qualified Party**” has the meaning provided in Appendix A.

“RFP” has the meaning provided in Appendix A.

“RFQ” has the meaning provided in Appendix A.

“Services” has the meaning provided in Appendix B, section 1.

“State” means the State of California.

“Term” means the calendar period beginning on the Effective Date and ending on the Termination Date.

“Termination Date” means the date when this Agreement expires or is validly terminated.

END OF APPENDIX E

**ATTACHMENT 1
NOTICES AND CONTACT INFORMATION**

The AOC's Project Manager

Proposer's Project Manager

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

END OF ATTACHMENT



1. *This Proposal Form should be executed by the Proposer, each entity that comprises the Proposer, and each member of the Proposer Team (excluding Key Individuals).*
2. *Capitalized terms are defined in Section 6 of the RFP.*

[RFP Proposer's Letterhead]

To: Judicial Council of California
 Administrative Office of the Courts

Attention:

In consideration of the AOC's agreement to consider our Proposal in accordance with the terms of the RFP, the Proposer hereby agrees and acknowledges that:

1. Proposal

- a. this Proposal Declaration Form has been duly authorized and validly executed;
- b. the Proposer is bound by all statements and representations in its Proposal;
- c. its Proposal is made without collusion or fraud; and
- d. the AOC reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Proposer Team members and by submitting a Proposal, the Proposer agrees that they consent to the conduct of all or any of those investigations by the AOC.

2. Acknowledgements with Respect to the RFP

- a. the Proposer has received, read, examined and understood the entire RFP;
- b. the Proposer agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- c. the Proposer's representative identified below is fully authorized to represent the Proposer in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and

- d. the Proposer has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form.

3. Proposer Team consists of:

Name	Address	Key individual or Equity provider

PROPOSER

PROPOSER'S REPRESENTATIVE

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number



SAFETY QUALIFICATION: Provide the Average Lost Workday Incident Rates, Average Recordable Incident Rates and most recent Experience Modification Rate in the spaces provided on this page. In addition, the prospective contractor is required to submit complete copies of OSHA form no. 300 and form no. 300A under item 5 of this section.

The Average Lost Workday Incident Rate (LWIR) and the Average Recordable Incident Rate (RIR) are requested for evaluation of the safety history relating to the prospective contractor’s construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the contracting entity listed on page 4; inclusion of data from major subcontractors or other sub-tier contractors is not acceptable.

The Experience Modification Rate (EMR) is established by the Contractor’s worker’s compensation insurance carrier, and is based on the Contractor’s loss history. Prospective contractors are to provide their Intrastate EMR, which is used for evaluation of contractors in the State of California. Provide all requested information in the spaces provided.

Important Note: Small firms that have less than ten employees and report an average Total Employee Hours Worked that is less than 20,000 hours, are not required to report recordable incidents and lost workday incidents for their firms herein. Instead, these firms shall submit their most current year of Intrastate EMR or a copy of their worker’s compensation insurance carrier’s documentation of their most current year of Intrastate EMR.

- 1) **Average Lost Workday Incident Rate (LWIR).** Calculate your firm’s LWIR for the past three (3) complete years. The lost workday information is listed on your OSHA forms no. 300 and 300A and is available from your worker’s comp. insurance carrier.

$$\text{LWIR} = \frac{\text{Total number of lost workday incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-20__			
2-20__			
3-20__			
Total			

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EXHIBIT D - SAFETY RECORD

- 2) **Average Recordable Incident Rate (RIR).** Calculate your firm's RIR for the past three (3) complete years. The Incident Rate information is listed on your OSHA forms no. 300 and 300A and is available from your worker's comp. insurance carrier.

$$\text{RIR} = \frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-20__			
2-20__			
3-20__			
Total			

- 3) **Experience Modification Rate (EMR).**

Enter your firm's EMR for the most recent year (this information is provided by your worker's comp. insurance carrier).

Year	EMR
20__	

<p>Is Your Firm Self-Insured in California?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes Self-Insured No. _____</p>
--

*Attach certification.

- 4) **Name of Worker's Comp. Insurance Carrier(s):** _____

Address: _____

Agent Name: _____ Telephone No.: _____

- 5) **In addition to the information provided above, submit copies of your firm's OSHA No. 300, Log of Work-Related Injuries and Illnesses, and OSHA form no. 300A, Annual Summary of Work-Related Injuries and Illnesses, covering the past three (3) years.**



The following applies to all of Sections of the Pricing Schedules:

- a. The Pricing Schedules should be completed using the Proposer’s own estimate of its actual timetable and phasing
- b. Except where otherwise expressly indicated herein, include all taxes
- c. References to “Financial Model” are to provide the cell reference that shows the \$ amount.
- d. The numbers should be cross-referenced to and reconciled to the financial model
- e. All numbers to be shown in real terms.
- f. Amounts set forth in the Pricing Schedules must include all taxes, including sales tax on building materials.

Table E1 - Annual Service Fee

- (1) Specify the real annual Service Fee

Contract Year	Operating Charge (Index-Linked)	Capital Charge (not Index-Linked)	Service Fee
List separately years 1 to 35		\$	\$

Table E2 - Project Development Costs

Provide full details of the costs incurred in the development of the Project that are included in the Financial Model. Such costs should include:

Cost Item	Cost \$000	Financial Model Reference
Project Company set up costs		
Proposer's Financial Costs		
Proposer's Legal Costs		
Proposer's Tax and Accounting Advisor		
Proposer's overhead recovery		
Employers agent		
Finance - arrangement fee		
Finance - Legal Costs		
Finance – Model Audit Costs		
Finance – Credit Rating Costs		
Other costs 1 - please detail		
Other costs 2 - please detail		
TOTAL		

Table E3 - Project Company Operating Costs

- (1) Provide full details of the annual operating costs of the Project Company. Such costs are to cover the operation of the Project Company itself and are not to include any costs for the provision of the facilities management services.
- (2) Please provide costs separately (in a separate table) for the construction and the operating phases of the contract, with annual breakdown as appropriate.
- (3) The costs should be broken into the following:

Cost Item	Cost \$000	Financial Model Reference
Insurance - Construction Phase		
Insurance - Operations Phase		
FM Services set up costs		
Regulatory		
Staff		
Accommodation		
Margin		
Technical		
Funders Technical Advisor		
Legal		
Audit/Tax		
Finance Fees		
Independent Building Expert		

Other costs 1 - please detail		
Other costs 2 etc as necessary		
TOTAL		

Table E4 - Total Development and Capital Cost

Using the format of the following table, provide the cost summary for development, construction and commissioning used in the establishment of the annual Service Fee. In addition submit a Uniformat level 2 component construction cost estimate. Building cost estimates should also describe the basis upon which the capital costs have been developed and must clearly identify any exclusions.

	Capital Cost	
	Total \$ Financial Model	Reference
Direct Construction Cost		Project Agreement Article 7
Superior Court & public spaces General Conditions, OH&P Commissioning Subtotal Court		
County spaces – shell & core General Conditions, OH&P Commissioning Subtotal County		
Commercial spaces – shell & core General Conditions, OH&P Commissioning Subtotal Commercial		
Parking Structure Renovation General Conditions, OH&P Commissioning Subtotal Parking		
Sitework Utility Relocation Street & Intersection improvements General Conditions, OH&P Subtotal Site		
Direct Construction Cost		
Furniture Fixtures & Equipment - Superior Court & public spaces	\$31,000,000	Allowance, see Performance Standards

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		Section 6, part 1.15
Total Construction Cost (today)		
Escalation (on Direct Construction costs only)		State rate / year
Contingency Allowance for Owner Directed Changes (3% of escalated Construction Costs)		Project Agreement Section 7.12
Total Construction Cost		
Other Project Costs		
Architectural & Engineering		
Independent Building Expert		
Commissioning		
Materials Testing Laboratory		
Construction & Special Inspections		
Peer Reviews		
Plan Checking		
Geotechnical		
Survey		
Utility Connections & Fees		
Public Art / Artist		
Community Outreach		
Non-Construction Administrative		
Misc. Permits		
Insurance		
TOTAL PROJECT COST		

Table E5 - Maintenance and Refurbishment Cost Plan

Using the format of the following table, provide the information requested, including the minimum design life for each item indicated. Where a specific design life is already specified in the table, this is a mandatory minimum design requirement but Proposers may specify a longer design life.

Component	Design Life (Min. Years)	Capital Cost	Life Cycle Maintenance Cost		
		\$0	Year 1	Year 2	Year 3
			\$0	\$0	\$0
Architectural Elements: Shell and Core					
Foundations, Horizontal, Vertical Framing and Floor Structures	50				
Exterior Cladding (Except Sealants)	50				
Curtain Wall and Glazing	30				
Roofing/Sloped Roofs, Metal or Tile	50				
Low Slope (Flat) Roof Membranes	20				
Elevator	30				
Public Restrooms, Stairs	50				
Interior Construction					
Permanent / Core Partitions	80				
Improvements Requiring Periodic Remodeling - e.g. "Tenant Improvements"	20				
Casework in Courtrooms	38				
Stone, Terrazzo, Ceramic Tile Flooring	25				
Other Casework	20				
Vinyl Composition Tile (VCT), Linoleum, Acoustical Tile	5				
Carpet and Wall Coverings	5				
Heating, Ventilating, and Air-Conditioning Systems (HVAC)					
Primary Water Cooled Equipment	25				
Primary Air Cooled Equipment	12				
Fans, Air Handling Units	25				
Distribution Systems (Ductwork)	50				
Control Systems	15				
Trim/Diffusers	20				
Pump Seals	5				
Emergency Standby Generators	25				

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Electric Motors	10				
Electrical Systems					
Primary Equipment (Switch Gear, Transformers)	25				
Distribution System	50				
Fixtures	25				
Low Voltage/Security/Access Control	15				
Engine-Generator Set	25				
Plumbing Systems					
Primary Equipment, Pumps, Boilers	15				
Distribution Piping	50				
Fixtures	50				
Valves, Faucets, Trim	10				
Fire Protection Sprinkler Systems	50				
Site Work					
Roadwork	25				
Walkways	25				
Site Furnishings	20				
Landscaping	50				
Mechanical Utilities	20				
Electrical Utilities	30				
Site Lighting	20				
Equipment					
(Generic Listing Required)					
TOTAL LIFECYCLE COSTS (PER ANNUM)					

Notes:

- 1) The annual estimated lifecycle maintenance per annum should be broken down by at least the main components (i.e. those rows in bold in the table above).

Table E6 – Facilities Management cost breakdown

Provide full details of Facilities Management Costs that are included in the Financial Model in the excel spreadsheet provided as Table E6

Table E7 – Special Events

Special Events	Trade	Hourly Rate	Equipment Cost	Financial Model Reference
Temporary Stage Construction				
Seasonal Lighting				
VIP/Valet Parking				
Community related Events i.e. funerals, fund raisers, etc.				
Media Events				
Crowd Control Services				
Janitorial Services				
Special Ceremonies				
Film Production Events				
Special Conferences				
Stand-by Electrical Support				
Stand-by HVAC Support				
Stand-by Maintenance Helper				
Stand-by Carpenter				
Stand-by Janitor				
Total Environmental Services				

Table E8 – Other revenue generation activities – Estimated revenue and assumptions

Activity	First Full Contract Year (\$)	Financial Model Reference	Assumptions – provide detailed assumptions used as a basis for calculation of revenue generation (use separate sheet if necessary)
County Space			
Retail			
Parking			
Commercial			
Total			



**NEW LONG BEACH COURT BUILDING
PROJECT AGREEMENT COMMENTS FORM**

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change	AOC Response



This must be completed by each Proposer Team member (including firms and individuals).

The Proposer declares that:

1. The Proposer has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Proposer has with:
 - a. any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - b. employees (both current or former) of the AOC or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project, that could constitute a conflict of interest or unfair advantage.

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