



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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Chief Justice of California
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Chief Deputy Director

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Director, Finance Division

June 3, 2005

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: June 3, 2005

SUBJECT/PURPOSE OF MEMO: ADDENDUM NO. 1 TO REQUEST FOR PROPOSAL
The AOC has elected to amend the requirements of the RFP, including removing Deliverable No. 3 and retaining Deliverable No. 4 as an optional Deliverable. The RFP is replaced in its entirety with the attached Amended RFP. All revisions are indicated in the document.

ACTION REQUIRED: You are invited to review and respond to the attached Amended Request for Proposals ("RFP"):
Project Title: Civil / Criminal Trust Accounting Process
RFP Number: TCFS-052005

PROPOSAL DUE DATE: Proposals must be received by 1 p.m. on June 17, 2005

SUBMISSION OF PROPOSAL: Proposals should be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102

CONTACT FOR FURTHER INFORMATION: Greg Keil **TEL:** **E-MAIL:**
Project Manager 415-865-7956 greg.keil@jud.ca.gov

1.0 GENERAL INFORMATION

1.1 Background

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

1.2 State-wide Trial Court Financial Systems

The Trial Court Funding Act of 1997 (AB 233; Chapter 850, Statutes of 1997) consolidated all trial court funding in California and entrusted the judiciary, as an independent branch of government, with responsibility for the financial management of the trial courts. Prior to passage of this legislation, the trial courts had a bifurcated system in which they received the majority of their funding and all business and administrative services through their county administrative offices. This law allows for a transition in which county-provided services are extended until the courts are able to assume critical administrative functions.

The implementation of the statewide trial court financial system and centralized treasury will enable the courts to produce a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations. The objectives of the system are to:

- Maximize investment opportunities and the timely use and disbursement of cash;
- Standardize accounting functions across all courts;
- Ensure uniformity of how financial records are maintained and reported;
- Provide consistency of data on a statewide basis; and
- Provide judicial partners with timely and comprehensive financial information on a regular and timely basis.

The deployment and implementation schedule began in 2002, with the last of 58 courts expected to be on the statewide trial court financial system and centralized treasury by July 2008.

1.3 Description of AOC Statewide Trial Court Financial System Initiatives

The AOC has developed and begun implementing several initiatives to promote statewide fiscal accountability. It has done this to provide a package of financial

services to the trial courts as well as to satisfy the intent of The Trial Court Funding Act of 1997.

- *Court Accounting and Reporting System*
The statewide trial court financial system known as the Court Accounting and Reporting System (CARS) was developed by the AOC for use by all 58 trial courts. The Superior Court of Stanislaus was the first court on CARS; all trial courts are expected to be on the system by July 2008. Seventeen courts are operating on the statewide system as of January 2005. Eighteen additional courts are expected to be placed on the CARS during the 2005-06 fiscal year.
- *Treasury System*
The centralized treasury system developed by the AOC for all 58 trial courts offers a broad spectrum of banking services to enable the courts to enable courts in the future to maximize their return on investments by pooling invested funds on a statewide basis. Daily cash management and short-term investment strategies are included in the array of services offered by the statewide treasury function.
- *Trial Court Accounting and Financial Services*
This AOC unit is the central point of contact for trial courts using CARS as their accounting system. Services provided by the unit include: centralized procurement, jury payment, accounting for payroll expenses, payment of vendor invoices, trust accounting, and production of a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations, prepared in accordance to Generally Accepted Accounting Principles.
- *Trial Court Financial Policies and Procedures*
The Trial Court Financial Policies and Procedures Manual complies with Rule 6.707, which requires the AOC to establish the financial and accounting policies for California's 58 trial courts. The manual is intended to assist the trial courts in complying with statutory requirements and administrative policies and procedures for trial court fiscal management. The manual sets out a system of fundamental internal controls that enables the trial courts to monitor their use of public funds. The manual allows flexibility to trial court managers, without prescribing highly detailed procedures, by defining guidelines and boundaries within which the courts may conduct their fiscal operations.

2.0 PURPOSE OF THIS RFP

The AOC seeks the services of a consultant with expertise in documenting business processes and documenting the associated system functional requirements ~~and specifications, to that will~~ provide ~~instructions-direction for the development of specifications and for~~ the configuration of SAP (version 4.7C) ~~to satisfy such functional requirements.~~

3.0 SCOPE OF SERVICES

- 3.1. Services are expected to be performed by the consultant between June 27th and August 31, 2005.
- 3.2. The consultant will be asked to provide the following Deliverables:

- 1) Document business process for trial court civil and criminal trust activity.
Deliverable 1 includes Tasks, 1, 2, 3, 4, and 6.
- 2.) Documentation of Functional Requirements.
Deliverable 2 includes Tasks 5.
~~3) — Design Specifications for SAP Software Development.~~
Deliverables 1 and 2 will be provided in hardcopy and electronic format acceptable to the AOC.
- 4) Consultation and Liaison during SAP Configuration Stages.
Deliverable 4 includes Task 7 (previously number 8).

Deliverable 4 is included as an optional Deliverable. The AOC, in its sole discretion, may elect to award and implement Deliverable number 4, after the completion of Deliverables 1 and 2.

~~All Deliverables will be provided in hardcopy and electronic format acceptable to the AOC.~~

3.2.1 Tasks

The AOC's Finance Division, through its Office of Trial Court Financial Services, is inviting consultants and consulting contractors to submit qualifying bids to "blueprint" the business process for the trial court's trust accounting process, and to document the functional requirements and system specifications that enable BearingPoint Consulting to configure the SAP Treasury module to meet the civil and criminal trust accounting needs of the Superior Courts of California. The list of tasks includes, but is not limited to:

1. Document the civil and criminal trust refund and payments process performed by the trial courts and the AOC, and its reconciliation to the bank and case management systems;
2. Conduct focus group sessions on civil and bail trust accounting with subject matter experts representing five to seven courts.
3. Document additional requirements desired by the focus group trial courts.
4. Document the civil and criminal cash receipting process, bank depository processes and reconciliation to the bank and the case management systems enabling the courts to effectively manage its trust systems.
5. Analyze and document (blueprint) the business processes supporting the civil and criminal trust accounting functions.

6. Document the income tax reporting and compliance requirements for the trial courts and the AOC resulting from trust distributions.

~~7. Document the design specifications based on the functional requirements.~~

~~8.7. Advise and consult with BearingPoint Consulting during configuration of the trust system within the SAP Treasury module.~~

3.3 SAP Treasury Module Goals:

The following are the anticipated requirements to manage and account for the statewide civil (civil includes condemnation and interpleader proceedings and civil jury deposits) and criminal (criminal includes criminal bail and victim restitution) trust system. It is meant as a discussion item, providing guiding principles and desirable qualities of a statewide system:

1. All civil/bail trust deposits must be input and accounted for by case number, with separate balance detail for each trust, including investment interest earned. The investment interest earned detail should include total interest accrued and total interest “posted” or paid to each trust.
2. Un-reconciled trust balances in existence prior to implementation of this system must be maintained separately, with their corresponding case numbers identified. Any current or future activity related to these un-reconciled trust balances, including deposits, payment orders and/or interest earned must be applied to this un-reconciled balance.
3. Ability to report trust balances, trust deposits, trust payments, interest earned, and interest posted, by individual case number, and trust type category, i.e. condemnation and interpleader, civil jury, criminal bail, victim restitution and “Un-Reconciled Trust Balances”.
4. Daily automatic reconciliation of Civil and Criminal Bail Trust Management System (“CBM”) deposit activity with the trial court’s cash receipting system;
5. Daily automatic reconciliation of aggregate CBM trust deposit balances to the bank account balance, including bank deposit activity, payment orders and interest earned.
6. Daily automatic reconciliation of the CBM trust deposit balances by case number to the trial court’s case management system trust deposit balances by case number, including bank deposit activity, payment orders and interest earned.
7. Daily automatic reconciliation of CBM trust deposit balances with Trial Court’s Financial Accounting and Reporting System (“CARS”) book balance in aggregate, including bank deposit activity, payment orders and interest earned. Although the reconciliation to CARS is completed in aggregate, the reconciling information must be available by case number.
8. Automated capture of any bank deposits returned for any reason, including non-sufficient funds.
9. Each item received by the bank for deposit must be separately identified by payment method (check, cash, credit card, debit card, Automated Clearing House (“ACH”) credit, Federal wire transfer), with each item’s corresponding

case number. For example, the individual deposit items, and their corresponding amounts and case numbers, comprising each bank deposit must be identified, i.e. the individual check numbers and their amounts contained in each bank deposit. This will be helpful in reconciling differences between the CBM, the trial court's case management system and the bank balance.

10. Ability to prepare and deliver payment orders to the AOC's Accounting and Financial Services Center ("AFS") for approval, prior to the bank's execution of these payment orders as either checks, ACH's or federal wire transfers. The AFS will have the option to route check payment orders to a trial court location for local printing. The execution of these court ordered payments should be completed in one step, i.e. combined principal and interest, versus disbursement of the principal portion followed by disbursement of the interest portion.
11. Automated investment of trust deposit balances, including automatic liquidation of investments to meet payment order requirements.
12. Automated capture of interest rate information from the bank or financial institution necessary to perform interest calculations daily.
13. The AFS must deliver an electronic notice/file of all payment orders completed, in order for the trial court to update its case management system.
14. A civil/bail trust summary must be available for reporting each trial court's aggregate trust balances, total trust deposits, total interest earned and outstanding checks, with separate civil and bail trust detail. This state-wide summary report must be available at least monthly.
15. Ability to perform 1099 compliance and reporting.
16. Ability to monitor and report non-negotiated check payment orders, to manage escheatment.
17. Ability to install the CBM system at the Siemens Tech Center, for distributed access.
18. CBM system must be accessible via the Web with appropriate data security.

4.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

- a. Quality of work plan submitted
- b. Experience on similar assignments, client references
- ~~c. Reasonableness of cost~~
- ~~d. Credentials of staff to be assigned to the project~~
- ~~e. Reasonableness of cost~~
- e. Ability to meet timing requirements to complete the project
- f. Financial viability of consulting group
- g. Warranty offered for services

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included as the technical portion of the proposal:

- 5.1 Name, address, telephone and fax numbers, and federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- 5.2 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 5.3 Describe key staff's knowledge of the requirements necessary to complete this project.
- 5.4 Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant.
- 5.5 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.
- 5.6 Overall plan with time estimates for completion of all work required.
- 5.7 Method to complete the Project
 - 5.7.1 Proposed process necessary to address the project objectives
 - 5.7.2 Proposed data collection methods
 - 5.7.3 Proposed methodology
 - 5.7.4 Proposed project and team organization, including resumes of proposed staff to be assigned to the project
 - 5.7.4 Consultant's warranty for service

6.0 COST PROPOSAL

As a separate document, submit pricing tied to Deliverables in accordance with Attachment C, Cost Proposal. Fully explain each line item.

The cost proposal must also include: (a) the vendor's estimated number of hours to complete each Deliverable; (b) the hourly rate or rates for each consultant performing the work; (c) the total not-to-exceed cost for each Deliverable; and (d) a statement that the estimated number of hours and the not-to-exceed cost is sufficient to complete the requested work within the specified time period and provide the requested Deliverables.

It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.

The method of payment to the consultant will be by cost reimbursement based on the hourly rate or rates and the actual number of hours for each Deliverable, after completion and acceptance of the Deliverable. The hourly rates for consultant services must be inclusive of personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The AOC will not reimburse separately for expenses, including travel.

7.0 SUBMISSION OF PROPOSALS

- 7.1 One original of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative. Additionally, six (6) hardcopies of the proposal and one electronic copy shall be provided.
- 7.2 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP.
- 7.3 Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

8.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

9.0 PROJECT MANAGEMENT

The Project Manager for this RFP is:

Greg Keil
Administrative Office of the Courts, Finance Division
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660
415 865-7956
Greg.keil@jud.ca.gov

10.0 ADDITIONAL REQUIREMENTS

A **mandatory** pre-proposal conference is scheduled at the time, date, and location indicated below:

June 3, 2005 at 1:00 p.m. – 2:00 p.m.
Judicial Council of California Administrative Office of the Courts
455 Golden Gate Avenue, 3rd Floor, Golden Gate Room
San Francisco, CA 94102

Only proposals from firms which have attended the mandatory conference will be accepted.

11.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Sample terms and conditions typical for the requested services are included as Attachment A. Additional terms and conditions may be included in the final agreement.

The proposal must include a statement as to whether the proposer accepts the terms and conditions set forth in Attachment A or whether the proposer takes any exception to those terms and conditions. The terms and conditions will be deemed to have been accepted, except as is expressly called out in the proposal. If exceptions are taken, the proposal must include a “redlined” version of the term or condition showing all proposed modifications with an explanation as to why the modification is required. The vendor’s willingness to accept the terms and conditions set forth in Attachment A, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor’s proposal.

Incorporated in this RFP, and attached as Attachment B, is a document entitled “Administrative Rules Governing Requests for Proposals. Consultants shall follow these rules in preparation of their proposals.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor’s proposal contains material noted or marked as confidential and/or proprietary that, in the AOC’s sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

ATTACHMENT A
SAMPLE TERMS AND CONDITIONS

Sample terms and conditions include: Exhibit A, Standard Provisions; Exhibit B, Special Provisions; Exhibit C, Payment Provisions; Exhibit D, Work to be Performed; and Exhibit E, Attachments.

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT A

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Acceptance**” means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed, and the Acceptance of the Work provision set forth in this exhibit.
- B. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- K. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- L. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit E. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- M. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- P. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”).
- Q. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of

the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart.**”

- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- S. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- T. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- U. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto,

the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, _____, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

_____, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

6. Progress Reports

The Contractor shall submit progress reports to the Project Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include, in detail, all costs and charges applicable.

7. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
 - i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work,

the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

8. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

9. Contractor's Personnel--Replacement

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Personnel become unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project Contact.
- D. If any of the Contractor's Key Personnel identified within the Agreement become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the State's Project Manager.
- E. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees

and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

11. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

12. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

13. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

14. Standard of Professionalism

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

15. Services Warranty

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

specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

16. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.

17. Limitation on State's Liability

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

18. Accounting System Requirement

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

19. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

20. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

21. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: @Judicial Council, Administrative

Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

- H. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

22. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

23. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. Prohibited Bids Concerning End Product of this Agreement

No person, firm, or subsidiary thereof, which has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision shall not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract to this Agreement in amounts no more than ten percent (10%) of the total monetary value of this Agreement.

25. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

26. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

27. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

28. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

29. California Law

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

30. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

31. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

32. Signature Authority

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

33. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

34. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments,

writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT B

**EXHIBIT C
PAYMENT PROVISIONS**

EXHIBIT C SHALL BE COMPLETED IN ITS ENTIRETY AT CONTRACT AWARD

Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and any allowable expenses, shall be the actual costs not to exceed the Contract Amount of \$_____, as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's proposal and price does not (1) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. For performing the Work of this Agreement, the State shall compensate the Contractor for the actual cost, at the hourly rates set forth in Table 1, below.

Table 1: Contract Rates and Not to Exceed Extended Amount for the Work

<i>Deliverable</i>	<i>Job Classification/Title</i>	<i>Hourly rate(s)</i>	<i>Est'd hours</i>	<i>Not-to-exceed amount</i>
<u>Deliverable 1</u>				
<u>Deliverable 2</u>				
<u>Deliverable 3</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Optional: Deliverable 4</u>			<u>Not applicable</u>	<u>Not applicable</u>

Deliverable 4 is included as an optional Deliverable. The AOC, in its sole discretion, may elect to implement Deliverable number 4, after the completion of Deliverables 1 and 2. In the event the AOC elects to implement Deliverable 4, the AOC will amend this Agreement and provide funding for Deliverable 4.

- B. The hourly rates set forth in Table1, above are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

- C. The Contractor shall not exceed nor bill the State in excess of the estimated hours for each Deliverable, if an estimated number of hours is indicated.
- D. The Contractor shall not charge nor shall the State pay any overtime rate.
- E. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or court locations.
- F. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed \$ _____, unless this provision is further amended.

3. Compensation for Allowable Expenses

The State shall reimburse the Contractor for transportation, meals, and lodging expenses as set forth below:

- i. The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.
- ii. The Contractor shall submit a written travel plan to the Project Manager *prior to incurring any travel expenses*, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
- iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed \$150.00 per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day plus tax and/or energy surcharge.
- v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to \$0.34 cents per mile.
- vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- vii. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed _____. The Contractor shall provide Notice to the State if the Contractor has reason to believe that the travel required to perform the Work will exceed this amount.

4. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5. Method of Payment

A. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

- i. The Contract number;
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number (the Contractor's social security or federal employer identification number);
- v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement;
- vii. The dates and hours worked;
- viii. The contractual charges, including the appropriate rate, or expenses, if allowable under this Contract; and,
- ix. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

6. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount

disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

7. Payment Does Not Imply Acceptance of Work

The granting of any payment by the State as provided herein shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF EXHIBIT C

EXHIBIT D
WORK TO BE PERFORMED

TO BE COMPLETED AT TIME OF CONTRACT AWARD

END OF EXHIBIT D

EXHIBIT E
ATTACHMENTS

This Exhibit includes the following form(s):

Attachment 1, Acceptance and Signoff Form

Attachment 2, Contractor's Key Personnel (including resumes)

END OF EXHIBIT E

**EXHIBIT E
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT 1

**EXHIBIT E
ATTACHMENT 2
KEY PERSONNEL AND RESUMES**

END OF EXHIBIT ATTACHMENT 2

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

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

B. Errors in the solicitation document

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

C. Questions regarding the solicitation document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

Attachment B
Administrative Rules Government Requests for Proposals

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

D. Addenda

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

E. Withdrawal and resubmission/modification of proposals

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

F. Evaluation process

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

Attachment B
Administrative Rules Government Requests for Proposals

4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

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

H. Award of contract

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

I. Decision

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

Attachment B
Administrative Rules Government Requests for Proposals

J. Execution of contracts

1. The AOC may require execution of a contract based on this solicitation document prior to June 30, 2005 for funding purposes. However, the AOC may change the period for execution of the contract.
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. General

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

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

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

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

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

Attachment B
Administrative Rules Government Requests for Proposals

4. Form of Protest

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

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

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

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting

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party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

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

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the

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good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

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

L. News releases

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

M. Disposition of materials

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

N. Payment

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

**ATTACHMENT C
COST PROPOSAL**

Deliverable 1	Job Classifications or Titles	Hourly Rate	Estimated number of hours	Not-to-exceed Amount
Document business process for trial court civil and criminal trust activity.				

Deliverable 2	Job Classification or Title	Hourly Rate	Estimated number of hours	Not-to-exceed Amount
Documentation of Functional Requirements.				

Deliverable 3	Job Classification or Title	Hourly Rate	Estimated number of hours	Not-to-exceed Amount
Design Specifications for SAP Software Development.				

Deliverable 4 <u>(AOC may elect to implement as an Optional Deliverable after completion of 1 & 2 above.</u>	Job Classification or Title	Hourly Rate	Estimated number of hours	Not-to-exceed Amount
Consultation and Liaison during SAP Configuration Stages.				
			<u>Not Applicable</u>	<u>Not Applicable</u>
			<u>Not Applicable</u>	<u>Not Applicable</u>
			<u>Not Applicable</u>	<u>Not Applicable</u>

Proposer understands and agrees that the estimated number of hours and the not-to-exceed cost listed above is sufficient to complete the requested work within the specified time period for the each Deliverable.