



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts (AOC)
Finance Division

DATE: March 22, 2006

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):
Project Title: Delinquency & Dependency Caseflow Management Project
RFP Number: CFCC-0306A

PROPOSAL DUE DATE: **1:00 p.m., April 21, 2006 – See Section 1.4 for additional key dates.**

SUBMISSION OF PROPOSAL: Proposals must be delivered to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden – CFCC-0306A
455 Golden Gate Avenue
San Francisco, CA 94102

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 Center for Families, Children & the Courts

The Center for Families, Children & the Courts (CFCC), a division of the AOC, will coordinate and direct this project. CFCC is dedicated to improving the quality of justice and services to meet the diverse needs of children, youth, and families in the California courts. Through a multidisciplinary approach, CFCC seeks to ensure that the well-being of children, youth, and families is a high priority within the California judicial system; to encourage positive changes at both the trial and appellate court levels; and to provide leadership, outreach, and collaboration to ensure that court and community resources are available. To this end, CFCC is endeavoring to assist courts in the development of best practices to manage ever increasing caseloads and provide timely, effective services to California's youth and families.

<http://www.courtinfo.ca.gov/programs/cfcc/programs>

1.3 California Juvenile Courts

California is made up of 58 diverse counties, ranging in size and population from small, rural Alpine County in the north, with a population of approximately 1,200 to sprawling, urban Los Angeles County, with a population over 9 million. Juvenile Delinquency and Dependency cases are handled locally by judicial officers in each county. In California in 2004, over 206,000 persons under the age of 18 were arrested by a law enforcement agency.¹ Of those, over 86,000 received some sort of juvenile court disposition.² In 2003, there were nearly 500,000 referrals to social services for child abuse or neglect, 110,000 of which

¹ CRIMINAL JUSTICE STATISTICS CENTER, CALIFORNIA DEPARTMENT OF JUSTICE, JUVENILE JUSTICE IN CALIFORNIA 2004, 6 (2005).

² *Ibid.*

were substantiated.³ Given the large number of youth, families, juvenile justice personnel, and members of the public in general who are affected by these cases as youthful offenders, victims, witnesses, neighbors, friends, and concerned citizens, it is in the state’s best interests to ensure these matters are handled expeditiously and effectively. Along those lines, it is the goal of the AOC to help courts develop practices to better serve the public and improve outcomes for youth, victims, and the community.

1.4 Procurement Schedule

1.4.1 The AOC has developed the following list of key events and dates and are subject to change at the AOC’s discretion.

No.	Key Events	Key Dates
1	AOC issues RFP	March 22, 2006
2	Deadline for bidders to submit questions, requests for clarifications or modifications to solicitations@jud.ca.gov	April 5, 2006 1:00 p.m. Pacific Time
3	AOC posts responses to questions, clarifications, modifications to the CourtInfo website (estimated)	April 12, 2006
4	Proposal Due Date and Time	April 21, 2006 1:00 p.m. Pacific Time
5	Final Evaluation (estimated)	April 28
6	Notice of Award (estimated)	May 1, 2006
7	Execution of Contract (estimated)	June 1

1.4.2 The RFP and any addenda that may be issued will be available on the following website:

<http://www.courtinfo.ca.gov/reference/rfp/> (“Courtinfo website”)

1.4.3 Proposal Submittal Address:

Nadine McFadden
 RFP # CFCC-0306A
 Judicial Council of California
 Administrative Office of the Courts
 455 Golden Gate Avenue, 7th Floor
 San Francisco, CA 94102-3688

³CENTER FOR FAMILIES, CHILDREN & THE COURTS, RESEARCHUPDATE, CALIFORNIA JUVENILE DEPENDENCY DATA, (FEBRUARY 2005), available at <http://www.courtinfo.ca.gov/programs/cfcc/resources/publications/articles.htm>.

1.5 Request for Clarifications or Modifications

- 1.5.1 Vendors interested in responding to the solicitation may submit questions by e-mail on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Attachment A, to the Solicitations mailbox referenced below. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change.

Solicitations mailbox: solicitations@jud.ca.gov

- 1.5.2 All questions and requests must be submitted by email to the Solicitations mailbox no later than the date specified in Section 1.4, Procurement Schedule. Questions or requests submitted after the due date will not be answered.
- 1.5.3 All email submissions sent to the Solicitations mailbox **MUST** contain the RFP number and other appropriate identifying information in the email subject line. In the body of the e-mail, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.
- 1.5.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of the questions and the AOC's responses on the Courtinfo website.
- 1.5.5 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.

2.0 PURPOSE OF THIS RFP

In 2005, CFCC contracted with consultants to complete Criminal and Family Caseflow Management projects, which undertook an analysis of the management and processing of cases in California Criminal, as well as Family, court. (Copies of the Criminal and

Family Caseflow Management Reports are available via email upon request.) The projects were intended to aid in understanding effective caseflow management techniques and to assist the Criminal and Family courts in applying those principles to existing practices, in an effort to improve the timely disposition of cases. The CFCC would like to continue these efforts with a survey of current practices and assistance in the development of effective caseflow management techniques to be applied in Juvenile Delinquency and Dependency courts. This RFP responds to that need and is the means for prospective service providers to submit their qualifications to the AOC for consideration.

Consultant will develop manuals and other workshop materials, and lead one workshop in delinquency caseflow management to be attended by medium-size counties, and one such workshop for large counties, one workshop in dependency caseflow management for medium-size counties, and one such workshop for large counties, and one workshop in delinquency and dependency jointly, for small counties. The large county workshops will generally be attended by counties with populations over 750,000; the medium county workshops will include counties with populations between 200,000 and 750,000; the small county workshop will have counties with populations under 200,000. On occasion a county may choose to attend a workshop outside its assigned population range due to geographic or other considerations.

3.0 SCOPE OF SERVICES

3.1 The proposed consultant services identified below are expected to be performed between June 15, 2006 and December 30, 2007.

3.2 The consultant will be asked to:

3.2.1 Participate in an initial discussion & planning meeting or conference call with AOC staff and other members of the Advisory Committee. The Advisory Committee will consist of members of the Judicial Council's Family & Juvenile Court Advisory Committee, other judicial officers, court executives, district attorneys, defense counsel, county counsel, social workers, probation officers, and other juvenile court professionals from around the state, juvenile court researchers, and various AOC and CFCC staff.

3.2.2 Prepare a working paper on available juvenile court best practices in the area of caseflow management and hearing timelines, using (where appropriate) the California Welfare & Institutions Code, Penal Code, California Rules of Court, Juvenile Delinquency Guidelines; Improving Court Practice in Juvenile Delinquency Cases and California Juvenile Dependency Court Improvement Program Reassessment report, information available through the National Council of Juvenile and Family Court Judges' "Model Courts" and "Building a Better Court" Projects, and

other materials the consultant may find and which CFCC staff agree to use. The consultant should not solicit significant additional data from the delinquency and dependency courts prior to the workshops or planning meetings. The working paper will be used to assist the consultant and CFCC project team in developing the project strategy, workshops, and the assessment of effective practices identified at the workshops.

- 3.2.3 Arrange a meeting with CFCC staff and Advisory Committee in San Francisco and present a project work plan, which will contain a draft agenda for the workshops, the working paper, and follow-up tasks to be completed pursuant to items below. Consultant is responsible for inviting Committee members and providing meeting information. (Participants' contact information will be provided by CFCC staff.)
- 3.2.4 Draft project surveys to be mailed, and provided via email link by consultant, to judicial officers and court executives working in delinquency and dependency courtrooms as the project plan directs, based upon established timelines for small, medium, and large counties.
- 3.2.5 Compile survey data, make follow-up phone calls as needed to collect surveys, and prepare a written summary of data to be included in workshop manuals, identifying specific examples of counties' effective/promising practices. The data itself shall be made available, in usable form, to CFCC staff.
- 3.2.6 Prepare manuals for scheduled workshops – a manual for large & medium delinquency courts; a manual for small counties delinquency and dependency courts; a manual for large & medium dependency courts. Provide manuals to CFCC staff for review.
- 3.2.7 Arrange and participate in meeting of Advisory Committee & CFCC staff to plan workshops; incorporate Committee and staff feedback into manual for use at workshops; prepare meeting agenda, record notes.
- 3.2.8 Consultant is responsible for planning logistics of workshops, sending invitations to participants (mailing list provided by CFCC), registration, and producing working documents for use at workshop. The CFCC will provide the meeting facilities, food, and day-of-workshop supplies, such as paper, easel, pens, markers, etc., and additional staff support.
- 3.2.9 Facilitate workshops (med/large delinquency; small delinquency & dependency; med/large dependency); record notes of, or capture workshop participants' input and information in some fashion, & copy action plans of participant county teams.

- 3.2.10 Prepare final version of manual based on workshop input, submit to CFCC staff for review; the Consultant shall be responsible for the cost to copy-edit, duplicate, and distribute final manual.
- 3.2.11 Participate in wrap-up meeting and provide technical and legal assistance as needed to participating county teams as they implement suggested effective practices.
- 3.2.12 Consultant may be asked, at the option of CFCC staff, to make a presentation of the final manual and study results at the December 2007 Beyond the Bench Conference. If so, consultant and CFCC will agree to separate compensation for travel to and presentation at that event.

4.0 DELIVERABLES

- 4.1 Surveys. Three surveys will be administered: one on delinquency caseflow to all large and medium courts, one on delinquency and dependency caseflow to all small courts, and one on dependency caseflow to all large and medium courts. The surveys will consist of approximately 10-15 open-ended questions designed to elicit examples of promising/effective court practices and identify challenges in various areas of delinquency and dependency case processing. Surveys will be directed to all court executives and judicial officers hearing relevant juvenile cases, using mailing/email lists provided by the CFCC. Surveys should be provided to respondents by mail and by email in the form of a web-based survey (preferably) or fillable form. The Contractor, CFCC, and Advisory Committee will identify a core group of respondents that must be followed up by the Contractor. This group will include between 25 and 50 court executives and judicial officers for each survey. The Contractor will be expected to secure survey responses from at least 90 percent of this core group. All other court executives and judicial officers receiving the survey may respond if they wish. Contractor will consolidate all survey responses by question into a single document for each survey, and provide some basic frequencies by question based on coding of the text responses. Contractor will also review all responses and extract and edit examples from each survey of promising/effective practices for use in the manual.
- 4.2 Workshops. The workshops allow court/county teams from each county to review the findings on promising/effective practices in caseflow management, identify their deficiencies in caseflow management, and develop a county team plan to address these. Team members from each county will include judicial officers, court executive officers, a chief probation officer, district attorneys, public defenders, social welfare agency staff and other stakeholders. The contractor, in conjunction with the CFCC staff, will be responsible for briefing the teams on promising/effective practices, facilitating a needs assessment and

recording the results in a structured format for each team, facilitating the team plans, and recording those plans in a structured format.

- 4.3 The Contractor must work with CFCC staff to coordinate project timelines as the Caseflow project will be completed in conjunction with the Juvenile Delinquency Court Assessment Project, the Dependency Court Improvement Project, and the Blue Ribbon Commission on Foster Care. The task descriptions, deliverables, and approximate timelines for completion are as follows:

Phase I

- Task 1-1: Initial discussion & planning meeting for both delinquency & dependency projects; schedule full meeting of working group.
Deliverable: Meeting or conference call with AOC staff & others we invite.
Due Date: June 15, 2006
- Task 1-2: Do background research; examine best practices for delinquency & dependency (Del. Guidelines, Dependency CIP, statutes, rules, etc...); prepare agenda; prepare project plans for delinquency & dependency; specifically prepare for delinquency (larg/med counties) survey first
Deliverable: Meeting of Working Group – develop project strategy & plan for large/med delinquency survey
Due Date: June/July 2006
- Task 1-3: Draft project survey of effective practices. This survey consists largely of open-ended questions and is targeted at judicial officers and court executives. Survey should be provided in both web-based and paper format. Contractor will be required to produce a document that organizes all responses by topic, and edit extracts of usable examples of best practices in each area (see Tasks 1-4 and 1-5); mail and email links to large/medium counties' judicial officers hearing delinquency cases and court executives with responsibility for delinquency court using CFCC mailing list
Deliverable: Survey sent out to large/med counties - delinquency
Due Date: August 2006
- Task 1-4: Compile survey data; follow-up phone calls to counties
Deliverable: Prepare summary of survey data
Due Date: September 2006

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- Task 1-5: Draft manual by incorporating national best practices, Working Group discussions, & effective/promising practices from CA survey examples
- Deliverable: Prepare delinquency manual for large/med counties; Provide to CFCC staff for review. Manual may be stand-alone doc as well as for incorporation into larger completed manual from all workshops.
- Due Date: September 2006
- Task 1-6: Plan agenda, prepare meeting notes, review manual & results; finalize plan for upcoming large/med delinquency workshops
- Deliverable: Incorporate CFCC staff feedback into manual. Meeting of Working Group & AOC staff; Present manual & plan for upcoming delinquency workshops (large/med counties)
- Due Date: October 2006
- Task 1-7: Prepare agenda, manuals; facilitate workshop; record/notes of event
- Deliverable: Medium size county delinquency Workshop. (possibly in SF or Sacramento)
- Due Date: November 2006
- Task 1-8: Prepare agenda, manuals; facilitate workshop; record/notes of event
- Deliverable: Large size county delinquency Workshop. (possibly in So. Cal.)
- Due Date: November 2006

Phase II

- Task 2-1: Prepare final version of manual incorporating workshop input; report to Working Group; Planning meeting for small county delinquency & dependency survey
- Deliverable: Final Manual (large/med counties - delinquency) distributed; develop plan for small county workshops on delinquency & dependency
- Due Date: December 2006
- Task 2-2: Draft project survey of effective practices; Survey structured same as described in Task 1-3; mail and email links to small counties' judicial officers hearing delinquency & dependency cases and court executive with responsibility for these courts using CFCC mailing list
- Deliverable: Survey sent out

Due Date: January 2007

Task 2-3: Compile survey data; follow-up phone calls to counties

Deliverable: Prepare summary of survey data

Due Date: February 2007

Task 2-4: Draft manual by incorporating national best practices & effective/promising practices from CA survey examples

Deliverable: Prepare delinquency & dependency manual for small counties; provide to CFCC staff for review. Manual may be stand-alone doc as well as for incorporation into larger completed manual from all workshops.

Due Date: March 2007

Task 2-5: Plan agenda, prepare meeting notes, review manual & results; finalize plan for upcoming small counties dependency & delinquency workshop

Deliverable: Incorporate CFCC staff feedback into manual. Meeting of Working Group & AOC staff ; Present manual & plan for upcoming small counties Workshop

Due Date: March 2007

Task 2-6: Prepare agenda, manuals; facilitate workshop; record/notes of event

Deliverable: Small counties delinquency & dependency workshop. (possibly in Sacramento)

Due Date: April 2007

Phase III

Task 3-1: Prepare final version of manual incorporating workshop input; report to Working Group; Planning meeting for med./large county dependency survey

Deliverable: Final Manual (small counties – dependency & delinquency) distributed; Develop plan for large/med county workshops on dependency

Due Date: May 2007

Task 3-2: Draft project survey of effective practices; Survey structured same as Tasks 1-3 and 2-2 above; mail and email links to large/med counties' judicial officers

hearing dependency cases and court executives with responsibility for dependency court using CFCC mailing list

Deliverable: Survey sent out

Due Date: July 2007

Task 3-3: Compile survey data; follow-up phone calls to counties

Deliverable: Prepare summary of survey data

Due Date: August 2007

Task 3-4: Draft manual by incorporating national best practices & effective/promising practices from CA survey examples

Deliverable: Prepare dependency manual for large/med counties; Provide to CFCC staff for review. Manual may be stand-alone doc as well as for incorporation into larger completed manual from all workshops.

Due Date: August 2007

Task 3-5: Plan agenda, prepare meeting notes, review manual & results; finalize plan for upcoming large/med counties dependency workshops

Deliverable: Incorporate CFCC staff feedback into manual. Meeting of Working Group & AOC staff ; Present manual & plan for upcoming Workshops

Due Date: September 2007

Task 3-6: Prepare agenda, manuals; facilitate workshop; record/notes

Deliverable: Medium size county dependency Workshop. (possibly in SF or Sacramento)

Due Date: October 2007

Task 3-7: Prepare agenda, manuals; facilitate workshop; record/notes

Deliverable: Large size county dependency Workshop. (possibly in So. Cal.)

Due Date: October 2007

Task 3-8: Prepare final version of manual incorporating workshop input; report to Working Group;

Deliverable: Final Manual (large/med counties - dependency) distributed. The three manuals and an "executive summary" highlighting similar

findings, or particularly useful practices and information shall be available for adaptation into one all-inclusive manual.

Due Date: December 2007

5.0 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
- c. Reasonableness of cost proposal
- d. Credentials of staff to be assigned to the project
- e. Ability to meet timing requirements to complete the project
- f. Satisfactory references

6.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included in the bidder's proposal:

- 6.1 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.
- 6.2 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 6.3 Describe key staff's knowledge of the requirements necessary to complete this project, specifically highlighting expertise in the areas of delinquency and dependency law.
- 6.4 Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant.
- 6.5 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.

- 6.6 Responsive proposals should include detailed information on the research and information gathering methods. This includes formats in which surveys will be distributed (paper, fillable documents, and web based); methods for following up non-respondents; methods for consolidating; summarizing and extracting survey information; the format in which all survey data will be provided to the AOC; and methods and technologies for recording and summarizing participants' needs assessments, discussions, and planning exercises during the workshops.
- 6.7 Overall plan with time estimates for completion of all work and a break down of cost for separate portions of the project is required. Travel costs associated with each workshop and Advisory Committee planning meetings held in San Francisco shall be broken down individually. The expected workshop sites will be Burbank, San Francisco, and Sacramento.
- 6.8 Method to complete the Project:
- 6.8.1 Please specify the proposed process necessary to address the project objectives.
- 6.8.2 Please specify the proposed project and team organization and identify key employees and/or supervisors, and administrative support staff who will be the designated contact persons with whom staff of the AOC will directly communicate. Preference will be given to bidders whose designated contact persons are available during normal business hours in California (8 a.m. to 5 p.m., United States Pacific time) regardless of where they are located
- 6.8.3 Please include samples of work.

7.0 COST PROPOSAL

- 7.1 Bidder's shall use the forms specified in Attachment D to submit its cost proposal. It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.
- 7.2 The total cost for consultant services shall include all labor expenses, administrative, operating, and incidental expenses, and all travel expenses. The method of payment to the consultant will be by cost reimbursement.

8.0 SUBMISSION OF PROPOSALS

- 8.1 One (1) printed original and four (4) printed copies 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—and one (1) electronic copy on CD.
- 8.2 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP.
- 8.3 Only written responses as noted above (8.1) will be accepted. Responses should be sent by registered or certified mail or by hand delivery. Bidder's should obtain a signed receipt for hand delivered proposals.

9.0 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.

10.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

11.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

- 11.1 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. Terms and conditions typical for the requested services are attached as Attachment A.
- 11.2 Incorporated in this RFP, and attached as Attachment B, is a document entitled "Administrative Rules Governing Requests for Proposals. Bidders 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.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. Your company must complete the DVBE Compliance form and include the form with your Cost Proposal. If your company has any questions regarding the form, you should contact the individual listed in the Submission of Proposal section on the coversheet of this RFP. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: <http://www.dgs.ca.gov/default.htm>.

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.

SPECIAL PROVISIONS

1. Definitions

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

- A. "**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.
- B. "**Amendment**" means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**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.
- D. 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.**"

- E. “**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.
- F. 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.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “**Day**” means calendar day, unless otherwise specified.
- I. “**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.
- J. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable 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.
- K. “**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.
- L. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- M. “**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.

- N. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State's representatives.

- O. The **"State"** refers to the Judicial Council of California / Administrative Office of the Courts (**"AOC"**).

- P. **"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."**

- Q. **"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.

- R. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.

- S. **"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.

- T. **"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:

To Be Determined

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

6. 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.

7. Contractor's Personnel--Replacement

A. The Contractor shall provide [functional titles of key personnel] to perform the Tasks and provide the Deliverables set forth in this Agreement. The Contractor's Project Manager shall:

- i. Serve as the primary contact with the State's personnel;
- ii. Manage the day to day activities of the Contractor's personnel;
- iii. Identify the appropriate resources needed;
- iv. Plan and schedule the Work;
- v. Meet budget and schedule commitments on this Project;
- vi. Provide Progress Reports and Project Reviews in accordance with this Agreement; and
- vii. Manage the overall quality of the Deliverables and the Work performed.

B. 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.

- C. 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 as that demonstrated in the resume set forth in Exhibit _____.
- D. 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.
- E. 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.
- F. 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.

8. 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.

9. Accounting System Requirement

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

10. 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.

11. 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 four (4) years after final payment under this Agreement.

12. 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 **\$500,000.00** for each accident.
- iii. Commercial General Liability Insurance with limits not less than **\$500,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.

- iv. Business Automobile Liability Insurance with limits not less than **\$500,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v.
- 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. With respect to Commercial General Liability, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

- C. 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.

18. 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 (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) 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.

19. 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.

20. 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.

21. Drug-Free Workplace

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

22. 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.

23. Copyrights and Rights in Data

- A. The State reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Contractor agrees not to copyright any Data produced with funding from this Agreement unless the State gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

24. Patent

If any discovery or invention arises or is developed in the course of or as a result of Work performed, the Contractor shall refer the discovery or invention to the State. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the State, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent that may issue thereon. The determination of the State, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the State shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the Work for governmental purposes an invention made in the course of or under this Agreement.

25. Title to Property

- A. At the conclusion of the Project, title to all expendable and non-expendable personal property purchased with State funds shall vest with the Contractor if written certification is made to the Project Manager that the property will continue to be used for grant-related purposes and the Project Manager approves such certification in writing.
- B. If the above-noted certification is not made or the Project Manager disapproves such certification, title to all such property with an aggregate or individual value

of **\$500.00** or more shall vest in the State, and the Contractor must await specific written instructions from the Project Manager regarding transfer of title or disposition.

26. 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.

27. California Law

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

28. 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.

29. 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.

30. Signature Authority

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

31. 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.

32. 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 PROVISIONS

**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.

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.
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.

J. Execution of contracts

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

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 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 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.

DVBE PARTICIPATION FORM

Propser Name: _____
RFP Project Title: _____
RFP Number: _____

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

Yes _____ (Complete Parts A & C only)

No _____ (Complete Parts B & C only)

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

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____
 Nature of Work _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____
 Nature of Work _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
 FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

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

Pricing Form #1, Pricing Recap - Proposal

Transfer the totals from Pricing Form #s 2, 4, and 5 to the table below.

Description	Amount
Labor (from Pricing Form #2)	
Administrative, Operating, and Incidental Expenses (from Pricing Form #4)	
Travel (from Pricing Form #5)	
Total Not To Exceed Amount	

Pricing Form #2, Pricing Recap - Labor

For each of the following phases, transfer the total number of billable hours and the not to exceed amounts from Pricing Form #3.

Phase	Phase Description	Total Hours	Amount
1	Initial – Medium/Large Delinquency		
2	Small Delinquency & Dependency		
3	Final – Medium/Large Dependency		
Totals for Labor			

Pricing Form #3, Pricing Details - Labor

Instructions: 1) Use the format below for each task item that corresponds with the task items and descriptions in Section 4 of the RFP. 2) Provide the name(s) of the person(s) providing the work, number of hours each person will work on the task, each person's hourly rate, the extended amount for each person. 3) For each phase, transfer the total hours and total amount to Pricing Form #2 above.

Task Item	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
Phase 1				
1-1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-1			<i>Hours</i>	<i>Amount</i>
1-2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-2			<i>Hours</i>	<i>Amount</i>
1-3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-3			<i>Hours</i>	<i>Amount</i>
1-4	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-4			<i>Hours</i>	<i>Amount</i>

Task Item	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
1-5	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-5			<i>Hours</i>	<i>Amount</i>
1-6	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-6			<i>Hours</i>	<i>Amount</i>
1-7	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-7			<i>Hours</i>	<i>Amount</i>
1-8	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 1-8			<i>Hours</i>	<i>Amount</i>
Total Phase 1			<i>Hours</i>	<i>Amount</i>
Phase 2				
2-1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-1			<i>Hours</i>	<i>Amount</i>

Task Item	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
2-2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-2			<i>Hours</i>	<i>Amount</i>
2-3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-3			<i>Hours</i>	<i>Amount</i>
2-4	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-4			<i>Hours</i>	<i>Amount</i>
2-5	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-5			<i>Hours</i>	<i>Amount</i>
2-6	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 2-6			<i>Hours</i>	<i>Amount</i>
Total Phase 2			<i>Hours</i>	<i>Amount</i>
Phase 3				

Task Item	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3-1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-1			<i>Hours</i>	<i>Amount</i>
3-2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-2			<i>Hours</i>	<i>Amount</i>
3-3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-3			<i>Hours</i>	<i>Amount</i>
3-4	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-4			<i>Hours</i>	<i>Amount</i>
3-5	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-5			<i>Hours</i>	<i>Amount</i>

Task Item	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3-6	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-6			<i>Hours</i>	<i>Amount</i>
3-7	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-7			<i>Hours</i>	<i>Amount</i>
3-8	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Task 3-8			<i>Hours</i>	<i>Amount</i>
Total Phase 3			<i>Hours</i>	<i>Amount</i>

Pricing Form #4, Pricing Details – Administrative, Operating, and Incidental Expenses

List estimated maximum administrative, operating, and incidental expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Administrative, Operating, and Incidental Expense Description and Assumptions	Amount
Total Administrative, Operating, and Incidental Expenses	<i>Total Amount</i>

Pricing Form #5, Pricing Details – Travel Expenses

List estimated maximum travel expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Travel Expense Description and Assumptions	Amount
Total Travel Expenses	<i>Total Amount</i>

**VENDOR'S ACCEPTANCE OF TERMS OR
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS**

(Mark the Appropriate Choice)

_____ **Vendor accepts the Standard Provisions and Special Provisions in Attachment A of this RFP without exception.**

OR

_____ **Vendor proposes the following exceptions to the Standard Provisions or Special Provisions in Attachment A of this RFP:**

NOTE: If exceptions are proposed, vendor must submit a "redlined" version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. The vendor must also provide an explanation/rationale as to why each individual modification is required.

(List all exceptions)

Signature

Printed Name

Title

Date