



# Superior Courts of California

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## **Request for Qualifications from Environmental Services Consultants**

**The Administrative Office of the Courts, Office of  
Court Construction and Management seeks to identify  
a number of Environmental Services Consultants,  
qualified to provide services in all, or select counties.  
Selected consultants will be awarded contracts for  
specific locations beginning in November 2004.**



**ADMINISTRATIVE OFFICE  
OF THE COURTS**

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**OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT**

9/28/2004



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

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## REQUEST FOR QUALIFICATIONS

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Date	Action Requested
September 22, 2004	You are invited to review and respond to the attached Request for Qualifications (RFQ)
To	Project Title: Environmental Services
Potential Environmental Services Consultants	RFQ Number: OCCM-EnvS-92204
From	Deadline
Administrative Office of the Courts (AOC)	October 8, 2004, 1 p.m.
Office of Court Construction and Management	Submittal of Qualifications are to be sent to:
Subject	Judicial Council of California
Request for Qualifications	Administrative Office of the Courts
Environmental Services Consultants	Attention: Nadine McFadden
Project Title	455 Golden Gate Avenue, 7 <sup>th</sup> Floor
Environmental Services Consultants for the Courts	San Francisco, CA 94102.
RFQ Number: OCCM – Env. S-092404-001	For further information contact
Project Manager	<i>pradip.desai@jud.ca.gov</i>
Pradip Desai	
<i>pradip.desai@jud.ca.gov</i>	

9/28/2004

## **1.0 GENERAL INFORMATION**

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

The mission of OCCM is to enhance the administration of justice by providing responsible and efficient professional stewardship of the court facilities of California; to promote excellence in the built environment in support of equal access to justice; and to provide leadership in the design and management of judicial architecture.

The Trial Court Facilities Act of 2002 (SB 1732, Escutia) as amended, among other requirements will shift the governance of California's Superior Court buildings from the counties to the state, commencing July 1, 2004 and completing by June 30, 2007. The current inventory is comprised of over 451 court facilities in 58 counties statewide.

All work done under this requisition shall be in accordance with this document, attachments, applicable local and State codes and regulations. In case of conflict the most stringent requirement will govern as determined by the AOC or its representative.

The intention here is to give a general scope of work and not all the details of work to be performed. The Environmental Services Consultant (also referred to as Service Provider) shall include all necessary details of work to make the final report complete and understandable.

## **2.0 PURPOSE OF THIS RFQ**

This RFQ is issued to identify one or more qualified Environmental Services Consultants to provide any of a range of services, including site investigations, Phase I and Phase II environmental assessments, lead based paint and/or asbestos testing, soil testing, groundwater testing, air quality assessments, noise testing, mold testing, abatement feasibility studies, pre-abatement (baseline) testing, abatement specification preparation, abatement project design including construction contract documents (plans and specifications), cost estimates, on-site abatement monitoring during construction, and post-abatement confirmation testing, hazardous waste testing, and reporting during the development and/or rehabilitation of court and court-related facilities. Consultants also may provide California Environmental Quality Act (CEQA) compliance documentation for court real property transfers transactions and/or construction within the State of California.

Consultants also may be required to provide review and recommendations of the environmental reports, documentation and work outputs that are originated by other environmental services consultants and contractors.

In addition, Service Provider will oversee field remedial activities, and assist in selection of contractors and subcontractors to conduct environmental investigation work. (air, soil, water and groundwater). Based on their assessment and site surveys the Service Provider shall provide a written report with recommendations for the need of further investigation. The Service Provider

may be requested to review for accuracy and clear direction the reports that are prepared by other environmental services consultants.

The proposal in response to this RFQ should indicate which services your company is qualified to perform and proposes to perform. If any or all of your services have geographic or other limitations, these limitations should be clearly described. The AOC may select, based on the responses to this RFQ, service providers qualified to provide specific portions or all of the scope of services described below. Service providers may be selected from different geographical areas of the State in order to ensure prompt completion of assignments.

The AOC may contract with service providers using a single agreement for a specific project or under a master agreement that sets out the overall scope of the services to be provided, the obligations of the parties, and the general fee agreement. If a master agreement is utilized, each assignment will be reflected in a separate work order under the master agreement. Each single agreement or work order will include the facility location, parcel number or any other identification for the site, the timeline for completion of the assignment, a firm fixed or time and materials not-to-exceed price, terms of payments, reporting guidelines, and other pertinent information.

The AOC does not guarantee the amount or duration of work or number of assignments that may be given to a service provider. Work assignments will be given to particular service providers based upon the evaluation of that service provider's assignment, expertise, in-depth knowledge of subject and geographical considerations.

### **3.0 CODES AND STANDARDS**

Work performed under this contract shall meet all the applicable requirements of the following:

- REA (Registered Environmental Assessor Program)
- ACSM (American Congress on Surveying and Mapping, 1999)
- CAL OSHA (Occupational Safety & Health Administration)
- DCA (California Department of Consumer Affairs)
- RG (registered Geologist)
- FEMA (Federal Emergency Management Agency)
- PE (Professional Engineer)
- GPS (Global Positioning System)
- C.HG (certified Hydro Geologist)
- ASTM (American standards Test Method)
- CAL H & S (California Health & Safety code)
- CFR (Code of Federal Regulation)
- CCR (California Code of Regulations)

#### 4.0 SCOPE OF WORK

Service Provider shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the work as described in this document, and the proposed scope of services. The intent here is to give a brief description of work that needs to be done and not all the details of how it will be done. Service Provider will use available codes, standards, and technology to provide the service to the standard level of professional care.

This scope of work includes, but is not limited to the following in connection with the specified Property address and/or parcel(s):

- (1) Conduct at site, on-premises observation to identify issues related to environmental concerns respective of the facility occupancy.
- (2) Conduct environmental due diligence for real property transfers.
- (3) Carry out Phase I environmental inspection and investigations, in compliance with current codes and practices, providing detailed reports of benchmarks, findings and any subsequent recommendations.
- (4) Carry out Phase II environmental inspections and field investigation, to provide detailed reports and recommendations based on facility present and the past occupancy and use, and the current standards and practices.
- (5) Assist in selection of contractors and subcontractors to conduct environmental investigation work. (Air, Soil, Water and Groundwater).
- (6) Oversee field remedial activities.
- (7) Prepare documentation and responses for CEQA initial study, public notice, fact sheet, Negative Declaration, and Environmental Impact Report.
- (8) Provide review and recommendations of the reports, documentation and work outputs that are originated by other consultants and contractors.
- (9) Provide initial draft report for AOC's review, comments and input, prior to delivery of the final report.
- (10) Represent AOC's interest in meetings with environmental regulatory agencies and others as requested.
- (11) The final report shall have certification with an original signature with a statement of oversight from a state certified professional.
- (12) Final report delivery shall contain two paper bound copies with one electronic copy. Electronic copy shall include any and all source data for the reports in commercially available widely used platform (such as PC based Microsoft Office product). Report format may be specified by AOC for consistency and ease of reference.
- (13) Service Provider shall coordinate work with the customers and will keep Project Manager informed of all the daily activities. Service Provider shall minimize disturbance to the users of the premises.
- (14) All work shall be performed in a safe manner and in accordance with Cal-OSHA guidelines.

## **5.0 CERTIFICATION**

Maps, plats, reports, recommendations, descriptions and related documents shall be prepared and reviewed by or under the direct supervision of a registered professional staff who is currently licensed in the State of California by the Board for Professional Engineers; a Department of Toxic Substances Control (DTSC) certified Registered Environmental Assessor II (REA); a Department of Health Services (DHS) certified Project Monitor or Project Designer on staff; a Certified Asbestos Consultant (CAC) on staff; a Certified Industrial Hygienist (CIH) on staff; or equivalent in professional standard within the field of responsible activity. A certified professional staff shall sign all final reports and recommendations.

Final documents shall include a certification stating that “the review and approval of work was done under supervision of a registered Professional staff who is currently licensed in the State of California” by the Board for Professional Engineers or equivalent in professional standard and must be signed and sealed by the Registered Environmental Professional in California responsible for the quality. Rubber stamps of signatures are not acceptable.

Rubber stamps of seals are acceptable. The certification may be in any form desired but shall contain the original signed statement at a minimum.

## **6.0 SELECTION PROCESS**

- 6.1 Responsive submittals must contain the information required in Attachment A.
- 6.2 An evaluation panel of AOC OCCM Staff will review the submittals of the RFQs and may contact previous clients of the prospective Service Provider. After this evaluation, a short-list of three to four qualified firms will be established. Service Providers may be short-listed for more than one region at the sole discretion of the AOC OCCM.
- 6.3 AOC OCCM will notify all proposers of the short-list for the projects through a website posting; Firms on the short-list will be notified of their interview time and place and notification of interview will include an agenda of topics to be discussed.
- 6.4 If a satisfactory contractual agreement on services and compensation can not be reached in principle between the AOC and the first selected service provider or for a particular assignment, within two weeks (fourteen calendar days) of notification of selection, the AOC reserves the right to reassign any project to another qualified service provider.
- 6.5 Successful service providers selected for project assignments under this RFQ will not be precluded from consideration nor given special status in any succeeding RFQs for environmental services, issued by the AOC.
- 6.6 The AOC cannot guarantee the amount or duration of the work, nor which areas will be authorized for a particular project. Project descriptions are subject to change until the time a contract is executed, at the sole discretion of AOC OCCM.

## 7.0 EVALUATION OF RFQ

The AOC OCCM, will evaluate the “response to Request for Qualifications” (Statement of Qualification (SOQ)), using the following criteria, each to be weighted as indicated:

Percentage	Criteria
25	Experience during the past five (5) years in providing services for government, institutions and corporations.
20	Demonstrated record of providing high quality, accurate and timely delivery of goods and services; well-established, documented and effective quality control program.
15	Size of firm, branch offices and geographic locations in the State of California.
10	Capacity to handle assigned projects in a timely matter.
15	Qualifications of the project team members who will be assigned to a contract.
15	Coordination of work with subcontractors and customers for minimum interference with customer’s daily business activities. <b>LABORATORIES:</b> Indicate proposed laboratories for sampling and analysis of lead and asbestos samples whether from paint, bulk construction components; air, soil, water, or waste debris; and summarize laboratory qualifications, licenses, accreditation, and indicate history of working relationship with your firm. Specify typical turn-around time and proposed alternative(s) if primary laboratory is busy or not available. (5 pts)

## 8.0 RIGHTS

- 8.1 The AOC reserves the right to reject any and all RFQs in whole or in part, as well as the right to issue similar RFQs in the future. This RFQ 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 associated RFQ. One copy of a submittal will be retained for official files.

## 9.0 ADDITIONAL REQUIREMENTS

- 9.1 Electronic or written responses will be accepted; however, Attachment D must be submitted electronically via e-mail to [occmrfq@jud.ca.gov](mailto:occmrfq@jud.ca.gov). Submittals received after the deadline may be rejected without review. (Electronic submittals should include Attachment D in a separate file.) Three copies of written responses (including the copies of Attachment D) should be sent by registered or certified mail or by hand delivery, addressed to Ms. Nadine Mc Fadden, at 455 Golden Gate Avenue, 7<sup>th</sup> Floor, San Francisco, CA - 94102.
- 9.2 Within seven (7) business days after this RFQ is issued, potential Service Providers who plan to submit qualifications for one or more of the sites should register their intention by sending (via e-mail), contact information for the Service Provider’s

Principal (and person responsible for submittal preparation, if different) to [occmrfq@jud.ca.gov](mailto:occmrfq@jud.ca.gov).

- 9.3 Registered proposers will be notified of the non-mandatory pre-submittal telephone conference call tentatively scheduled for October 2004; Registered proposers will be provided with the conference call number; Registered proposers may submit questions via e-mail up to three (3) business days prior to the pre-submittal telephone conference.
- 9.4 After evaluations of the RFQs, a short-list of top ranked potential service providers for each Project Site will be published to all registered proposers and posted on the AOC website.

## **10.0 PROPOSED CONTRACT TERMS**

The AOC may contract with the Service Provider using a single agreement for a specific project or under a standard master agreement that establishes the overall scope of the services to be provided, the obligations of the parties, and the general fee agreement. If a master agreement is utilized, each assignment will be reflected in a separate delivery order under the master agreement. Each single agreement or delivery order will include details about the nature of the assignment or assignments the service provider will perform for the AOC, the timeline(s) for the assignment(s), the firm-fixed or not-to-exceed time and materials fee for services, reporting guidelines, and other information.

Contracts with successful Consultants will be signed by the parties on an AOC Standard Agreement form and will include terms appropriate for the project. Terms and conditions typical for the requested services are attached as Attachment B.

The AOC reserves the right to modify or update the standard agreement in whole or in part at any time up to the negotiation of a specific agreement of a project assignment.

## **11.0 ADMINISTRATIVE RULES**

Incorporated in this RFQ, and attached as Attachment C, is a document entitled “Administrative Rules Governing Requests for Qualifications. Prospective consultants shall follow these rules in preparation and submittal of their Statement of Qualifications (SOQ).

## **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 prospective Consultant’s proposal or SOQ 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 prospective Consultant 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 or SOQ.

**ATTACHMENT A****Submittal Content**

Firms shall address the following items in their submittal. Each submittal shall contain the following information in the order as set forth below. Response to the criteria below may be no longer than 15 pages total. Any cover letters, additional materials, and required Attachments listed below will not be counted in this total. *However*, please limit additional materials to a reasonable amount.

1. **SUMMARY OF FIRM:** Describe your firm's history, resources, and capabilities. Indicate key personnel to be assigned to AOC projects, including name and qualifications of the proposed qualified Project Designer or Monitor, Certified REA, Certified Asbestos Consultant, and Certified Industrial Hygienist, with their past project experience and qualifications in the areas of service described above. Indicate applicable licenses, credentials, and professional training held by the firm principal(s) and key personnel including certifications from Cal-OSHA and the state Department of Health Services (DHS). Respondent agrees that key personnel shall not be substituted without prior written approval by the AOC.
2. **PROJECT EXPERIENCE:** Identify at least five projects included in the firm's experience: location, building use, structure type, total environmental abatement project cost, accuracy of cost estimating, and the detailed nature of the firm's services relating to these projects. Indicate any specialty of your firm or team. Indicate environmental service experience with occupied institutional or commercial renovation. Recent projects shall be considered more relevant than those five years or more ago and should reflect those projects that have been tested, planned, designed, and monitored by currently active members of the firm.
3. **EXPERIENCE WITH GOVERNMENTAL AGENCIES AND REGULATIONS:** Identify projects and describe firm's familiarity in working with the Federal, State or local governmental agencies (if any). Indicate familiarity and understanding of Federal, State, EPA, Cal-OSHA, Department of Health Services (DHS), and local regulations and guidelines related to pre-and post abatement testing; abatement monitoring and testing, and hazardous waste classification and disposal.
4. **TECHNICAL AND DESIGN APPROACH:** Describe the methods used by the firm to ensure accuracy and coordination of test reports, abatement methodologies and decisions, specifications writing, and post-abatement clearance inspection and testing. Indicate approach to project design, management, use of computers, and abatement monitoring. Attach one example (up to 5 pages) of past work, which may be selected from assessment reports, test reports, abatement recommendations (i.e. the "executive summary"), specifications, or other relevant data.
5. **SERVICE FEES:** Attach current fee structure (up to 2 pages) for pre- and post-abatement lead and asbestos on-site and bulk testing, site visits, specification preparation, report writing, and other relevant services. Include current unit costs for lead based paint and asbestos bulk sample (laboratory) testing, hourly rate for

specification or report writing, hourly or daily rate for project monitoring, and unit cost for post-abatement waste testing for TCLP, TTLC, STLC.

- 6** **REFERENCES:** Submit a list of at least five references, including firm name, contact person's name, address, phone number, relevant project, and project location. Supplementary letters of recommendation are allowed but do not take the place of this requirement.

**ATTACHMENT B****PROPOSED CONTRACT TERMS****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. "**Change Order**" means a written document issued by the State and signed by both parties which directs the Contractor to proceed promptly with specific Work and which does not, in and of itself, constitute the Contractor's entitlement to a change in time for performance, the Contract Amount, and/or Contract terms and conditions.
- D. "**Change Proposal**" means a document prepared by the Contractor at the request of the State, which proposes in detail changes to the Work and/or adjustments to the Contract Amount and/or time for performance.
- E. "**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.
- F. 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.**"

- G. “**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.
- H. 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.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**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.
- L. “**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.
- 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**”). The State is one of the parties to this Agreement. The term “State” shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- 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. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- S. “**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.
- T. “**Substantial Completion**” will be defined by the following conditions, at a minimum:
- i. All parts of the Work, as set forth in Exhibit D, Work to be Performed, are functional;
  - ii. The State has full use and benefit of the Work for the purpose intended; and
  - iii. Only minor incidental work or correction or repair remains to complete all Agreement requirements.
- U. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- V. “**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.
- W. “**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.

- X. **“Working Hours”** refers to an average eight (8) hour work shift in a business day, falling between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

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.

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, Pradip Desai, 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:

Pradip Desai, Project Manager  
 Judicial Council of California  
 Administrative Office of the Courts  
 455 Golden Gate Avenue  
 San Francisco, CA 94102-3660

- 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. 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.

8. Accounting System Requirement

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

9. 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.

10. 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.

11. 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.
  - v. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
- 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., 7<sup>th</sup> Floor, San Francisco, CA 94104.

12. 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.

13. 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.

14. 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.

15. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

16. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree ("**Stop Work Order**"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

17. Safety

The Contractor shall maintain the Work site and perform the Work in a manner that meets all legal requirements for the provision of a safe workplace. The Contractor will ensure that all Work is performed in a safe and satisfactory manner, and that all Work conforms to all regulatory and industry standards. Further, the Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and safety regulations issued by the California Department of Industrial Relations. The Contractor shall be liable for damages arising out injury to the State's employees or its property during the installation of the equipment, provided that the injury or damage was caused by the fault or negligence of the Contractor, or by its equipment or tools.

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. Public Contract Code References

References to the Public Contract Code are provided for Contract's convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor's obligations under the particular contract provision in which such code section is referenced.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. California Law

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

26. 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.

27. 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.

28. Signature Authority

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

29. 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.

30. 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.

**ATTACHMENT C****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 the later correction of the error.

**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 Pradip Desai at the AOC.

**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 Pradip Desai at the AOC 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 RFQ. 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 cover letter of this RFQ.

**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 Nadine McFadden, who will forward the questions to a 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. The AOC intends to be completely open and fair to all vendors in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
  - a. The vendor has submitted a proposal, which it believes to be responsive to solicitation document;

- b. The vendor believes that its proposal meets the AOC's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State of California; and
  - c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact Nadine McFadden at the AOC at the address given below who will forward the protest to a Contracting Officer.

Nadine McFadden  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3660  
415-865-4253

4. If the Contracting Officer is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker  
Business Services Manager  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

**L. News releases**

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

**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 D**

(THIS FORM MUST BE SUBMITTED IN ELECTRONIC FORMAT IN SEPARATE FILE)

<b>Name of firm Telephone &amp; Fax Numbers</b>					
<b>Name of Parent Company (if any)</b>					
<b>Former Parent Company Name (if any)</b>					
<b>Years in Environmental Business</b>					
<b>Hourly Fee Rates for each key position staff (Program Director, Program Manager, Env. Attorney, GIS/CADD Supt., Senior Eng./Scientist, Jr. Eng./Scientist, word processor, secretary, and Others (list).</b>	Hourly fee rate = Billable hourly rate charged to client (including all costs).				
<b>Names of Subcontractors (Laboratories, others if any list all services and fees).</b>	Fully burdened rate charged to client (including all costs and profit).				
<b>Names of 2 Principals to Contact (please provide contact numbers, emails)</b>	1. 2.				
<b>Present Offices City/State/Telephone No.</b>					
<b>No. of personnel in each office</b>					
<b>Summary of Professional Services Fees received in the last 5 years:</b>	2003	2002	2001	2000	1999
<b>Federal &amp; State Contract work:</b>	\$				
<b>All other Domestic Work:</b>	\$				

**PROJECTS EXAMPLES LAST 5 YEARS:**

<b>Project Name &amp; Location</b>	<b>Owner's Name &amp; Address</b>	<b>Total Cost of Work</b>	<b>Completion Date</b>
