



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: January 9, 2006

**SUBJECT/PURPOSE
OF MEMO:** REQUEST FOR PROPOSALS
Brief Description of Project: Development and implementation of a peer court
DUI intervention and prevention curriculum program that can be replicated and
disseminated to peer courts statewide.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals
(RFP):

Project Title: California Peer Court DUI Intervention and Prevention Strategies
Program

RFP Number: CFCC-0106

**PROPOSAL DUE
DATE:** 3:00 p.m., February 6, 2006 – See Section 1.4 for additional key dates

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California announces the availability of \$95,000 in grant funds from the California Governor's Office of Traffic and Safety to collaborate with the Administrative Office of the Courts (AOC) and mentor peer courts

within California to design and develop a statewide Collaborative Justice Peer Court DUI Intervention and Prevention Curriculum.

Peer court, also known as youth or teen court, is an alternative approach to the traditional juvenile justice system. A youth charged with an offense elects to forgo the hearing and sentencing procedures of the juvenile courts and agrees to a sentencing forum with a jury of the youth's peers. Peer court is under the supervision of a judge, and youth defendants and volunteers play a variety of roles, such as district attorney or public defender. Peer courts are youth focused and youth driven and are designed and operated to empower youth.

The target population is teenagers arrested on misdemeanor charges and minor felonies-anything from graffiti writing to small-time drug sales. Peer courts usually handle nonviolent first-time defendants accused of shoplifting, vandalism, starting schoolyard fights, alcohol/drug possession and abuse, and crimes unlikely to be prosecuted otherwise.

1.2 Background on Requesting Agency

The Judicial Council of California, chaired by the Chief Justice of California, is the 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 AOC is the staff agency for the Council and assists both the Council and its chair in performing their duties.

The Collaborative Justice Project (CJP) is one of the programs within the Center for Families, Children and the Courts (CFCC), a division of the AOC. CFCC is dedicated to improving the quality of justice and services to meet the diverse needs of children, youth, families, and self-represented litigants in the California courts. CJP staff are responsible for providing support to the Judicial Council's Collaborative Justice Courts Advisory Committee (CJCAC.) The CJCAC is responsible for monitoring and recommending improvements to California's collaborative justice or treatment courts.

1.3 Background on California Peer Court DUI Intervention and Prevention Strategies Program

In Fall 2005, the Judicial Council of California, Administrative Office of the Courts (AOC) received a two year grant from the California Governor's Office of Traffic Safety (OTS) to implement the Peer Court DUI Intervention and Prevention Strategies Program. The DUI intervention and prevention curriculum program can become a required component for peer court participants to satisfy court imposed sanctions as well as an alternative delivery mode to enhance existing drivers' education programs for juveniles statewide.

Year One

In Year One of this two year grant project, grant funds will be distributed to five (5) mentor peer courts via a competitive RFP process to work with a professional educational DUI intervention and prevention curriculum development consultant, and a project planning committee (the mentor peer court participants and the consultant will be part of this project planning committee) to develop a statewide peer court DUI prevention and intervention curriculum program aimed at educating at-risk juveniles about the dangers of drinking and driving under the influence. Three project planning committee meetings, one which will include a project kick-off symposium at the AOC Offices in San Francisco in March 2006, will be held at the three different AOC Regional offices between March 2006 and August 2006.

Peer court components such as an intake assessment tool, service delivery models, cultural competency strategies, and model evaluation criteria will also be developed for statewide implementation. Best practices and “lessons learned” will be gathered from the five participating mentor peer court programs and made available to other peer courts statewide through a series of training workshops scheduled for Year Two of the project.

The mentor court selection process will be based on achieving a cross-section of the different types of peer courts focusing on both demographics and effective program models. This is to ensure that a diversity of perspectives and models will contribute to the development of the statewide model. The five (5) mentor peer courts have seven (7) months, effective February 1, 2006, to assist in the development of a DUI intervention and prevention curriculum program and peer court model that can be implemented and replicated statewide.

Year Two

In Year Two of this grant project, starting October 1, 2006, 15 peer courts statewide will be selected through a competitive RFP process by a AOC project staff grant review team to receive grants to implement aspects of the statewide curriculum program and peer court model. The five (5) mentor peer courts who participate in Year One of the project will be eligible to apply for participation in Year Two of the project (Year One participation will be taken into consideration during the Year Two selection process).

Best practices and “lessons learned” gathered from the five participating mentor peer court programs and the project planning committee will be made available to the Year Two peer court participants statewide through a series of training workshops scheduled to take place between the October 2006 and the March 2007. These training workshops will be conducted regionally at the AOC Regional Offices in San Francisco, Sacramento and Burbank. The education curriculum development consultant will partner with AOC project staff for these training workshops with the AOC project staff assuming leadership responsibility.

1.4 Procurement Schedule and General Instructions

1.4.1 The AOC has developed the following list of key events from RFP issuance through notice of contract award. All key dates are subject to change at the AOC's discretion.

EVENT	Key Dates
Issue RFP	1-9-06
Deadline for Proposer Requests for Clarifications or Modifications	1-13-06 1:00 p.m.
AOC Posts Clarification / Modification Response	1-17-06
Proposal Due Date and Time	2-6-06 3:00 p.m.
Evaluation of Proposals (estimated)	2-7-06 thru 2-17-06
Negotiations (estimated)	2-24-06
Notice of Intent to Award (estimated)	2-28-06
Execution of Contract (estimated)	3-1-06

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-0106
 Judicial Council of California
 Administrative Office of the Courts
 455 Golden Gate Avenue, 7th Floor
 San Francisco, CA 94102-3660

1.5 Request for Clarifications or Modifications

1.5.1 Vendors interested in responding to the solicitation may submit questions by e-mail only 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 1.4.1, Procurement Schedule and General Instructions. 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

- 2.1 The AOC seeks the services of a consultant of high professional repute with expertise in educational curriculum program development. The project goal is to create an inventory of available DUI-related curricula and materials, identify private and public agencies for partnering and networking purposes, and obtain input from peer court grant recipients to develop and implement a new DUI intervention and prevention curriculum program, which meets local and state drivers education curriculum requirements, that can be replicated and be disseminated among peer courts statewide by September 30, 2006.

Curriculum program components could include information on existing DUI laws affecting juveniles, consequences, lessons on citizenship, interactive discussions,

developing refusal skills, and other best practices from the peer court recipients. A project planning committee composed of AOC project staff, bench officers, juvenile justice experts, law enforcement representatives, the DUI educational curriculum program development consultant, and participating project peer court representatives will be formed to guide the curriculum program development.

The AOC will hire a web designer and programmer who will partner with the education curriculum program development consultant to develop a companion website to the statewide DUI intervention and prevention curriculum program that will feature on-line animations and graphics to illustrate concepts. The education curriculum program development consultant will be responsible for the related program content that will be featured on the companion website. The consultant will work with the web designer and the AOC project staff on the layout, design, and testing of the companion website before it goes live on the internet.

- 2.2 The DUI intervention and prevention curriculum program should accomplish the following:
 - 2.2.1 Develop a statewide peer youth court DUI prevention and intervention curriculum program model aimed at educating at-risk juveniles about the dangers of drinking and driving under the influence;
 - 2.2.2 Develop peer court model components such as an intake assessment tool, service delivery models, cultural competency strategies, and model evaluation criteria for statewide implementation by peer courts;
 - 2.2.3 Identify best practices and “lessons learned” that will be gathered from the five participating mentor peer court programs during Year One of the project and made available to other peer courts statewide through a series of training workshops scheduled to take place during Year Two of the project in the Fall/Winter of 2006 and the Winter/Spring of 2007;
 - 2.2.4 Increase teens’ knowledge of dangers of driving under the influence of either alcohol or drugs;
 - 2.2.5 Increase use of peer courts in prevention of juvenile DUI offenses and future adult DUI offenses;
 - 2.2.6 Adapt the developed DUI intervention and prevention curriculum program to the companion statewide website vehicle so it can become a required component for peer court participants to satisfy court imposed sanctions as well as an alternative delivery mode to enhance existing drivers education programs for juveniles statewide; and
 - 2.2.7 Identify barriers to curriculum program development and implementation, as well as the strategies developed to overcome them.

2.3 Respondents must demonstrate the following qualifications:

- 2.3.1 Ability to create a DUI intervention and prevention curriculum program plan with the project planning team and the mentor peer courts. This DUI intervention and prevention curriculum program plan should include an effective strategy to develop and implement the curriculum;
- 2.3.2 Ability to develop and conduct qualitative interviews with a variety of peer court staff, bench officers, juvenile justice experts, law enforcement, education experts as well as AOC project participants;
- 2.3.3 Knowledge of and experience with existing State of California DUI laws affecting juveniles, consequences, and lessons on citizenship;
- 2.3.4 Knowledge of and experience with peer courts to conduct session observations;
- 2.3.5 Knowledge of and experience with the State of California Education System and high school drivers education program;
- 2.3.6 Experience with other statewide and/or national planning and development projects; and
- 2.3.7 Ability to summarize findings and identify best practices for the curriculum that could be replicated statewide to other peer courts.

3.0 SCOPE OF SERVICES

The AOC project director will be responsible for the high-level management of the project including the review and approval of the services and deliverables performed by the education curriculum development consultant. The AOC project manager will be responsible for the day-to-day management of the project and will assist the AOC project director in the review and approval of the services and deliverables performed by the education curriculum development consultant.

If the services and deliverables performed by the consultant fall short of grant project expectations, the AOC project director and the AOC project manager will work with the consultant to resolve these issues.

Deliverables/services are expected to be performed by the consultant between March 2006 and September 2007:

3.1 Year One: Curriculum Development (March 2006—September 2006)

- 3.1.1 *By March 2006*—While working with AOC staff, assume leadership responsibility for the development of the DUI intervention and prevention curriculum program for the California Peer Court DUI Intervention and Prevention Strategies Program. Peer court grant applications and other available court-specific information will be provided by the AOC for purposes of background information and guidance in research and development of the curriculum program.

A symposium, which is scheduled to be held in March 2006 at the AOC Offices in San Francisco and will officially kick-off the grant project, will bring together a project planning committee composed of AOC project staff, bench officers, juvenile justice experts, law enforcement representatives, the DUI educational curriculum program development consultant, and participating project Year One mentor peer court representatives. Here the foundation and expectations for this grant project will be developed. The AOC project staff will be responsible for coordinating the symposium and will work with the consultant on putting together the agenda and related symposium materials;

- 3.1.2 *By April 2006* —Detailed planning outline of the curriculum program development (with project timelines) and implementation of the project that include (but not be limited to):

3.1.2.1 An inventory of available DUI-related curricula and materials, identifying private and public agencies for partnering and networking purposes; and

3.1.2.2 Interview protocols and procedures with mentor peer court representatives, education experts, juvenile justice experts, bench officers, law enforcement, and web designer;

- 3.1.3 *By June 2006*— Interim progress report describing activities conducted and findings-to-date;

- 3.1.4 *By August 2006*—Full development and implementation of all products, protocols, and procedures, and conduct phone calls and meetings with AOC staff as necessary; and

- 3.1.5 *By September 2006*—Consultant shall submit finalized peer court DUI intervention and prevention curriculum program that can be implemented and replicated statewide starting October 2006.

3.2 Year Two: Curriculum Implementation (October 2006—September 2007)

- 3.2.1 *By November 2006*—Consultant and the web designer/programmer will develop some of the statewide DUI intervention and prevention

curriculum program components into web-based, interactive on-line classes and a survey database component for capturing user satisfaction information;

- 3.2.2 *By February 2007*—Consultant and web designer/programmer will partner to develop a statewide website where the DUI intervention and prevention curriculum program can become a required component for peer court participants to satisfy court imposed sanctions as well as an alternative delivery mode to enhance existing drivers education programs for juveniles statewide;
- 3.2.3 *By March 2007*—Consultant, partnering with AOC project staff, will work with the peer court recipients and train them on the use of the curriculum program and how to make local adaptations as necessary;
- 3.2.4 *By September 2007*—Consultant will make any requested revisions and adjustments to the final DUI intervention and prevention curriculum program and supplemental deliverables; and
- 3.2.5 *By October 2007*—Final project comprehensive report, including an executive summary, which provides best practices and model project curriculum. AOC Project staff will review a draft of the final report submitted by the consultant, and if necessary, will make recommendations to be incorporated into the AOC approved final report.

3.3 Deliverables and Project Costs Reimbursement Schedule

- 3.3.1 Table 1 shows the timeline for completion of the project deliverables and tentative schedule for reimbursement for project costs for successfully completing deliverables. Travel costs for project planning meetings and peer court project recipients site visits in Year One, and peer court project recipient trainings in Year Two can be submitted on a frequent basis for timely reimbursement:

Table 1: Project Timeline

Deliverables	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T			
3.1 Year One: Curriculum Development (March 2006—September 2006)		X	X	X	X	X	X	X	X				
3.1.1 Project Planning Symposium			X										
REIMBURSEMENT on Completion of 3.1.1				X									
3.1.2 Project Curriculum Program Outline			X	X									
REIMBURSEMENT on Completion of 3.1.2							X						
3.1.3 Interim Progress Report					X	X							

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Deliverables	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T			
REIMBURSEMENT on Completion of 3.1.3							X						
3.1.4 Development/Implementation of all Products/Protocols/Procedures/Meetings w/AOC				X	X	X	X	X					
REIMBURSEMENT on Completion of 3.1.4										X			
3.1.5 Finalized Project Curriculum								X	X				
REIMBURSEMENT on Completion of 3.1.5										X			

Deliverables	O C T	N O V	D E C	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T
3.2 Year Two: Curriculum Implementation (October 2006—September 2007)	X	X	X	X	X	X	X	X	X	X	X	X	
3.2.1 Project Curriculum for Website Development	X	X											
REIMBURSEMENT on Completion of 3.2.1			X										
3.2.2 Project Website Implementation			X	X	X								
REIMBURSEMENT on Completion of 3.2.2							X						
3.2.3 Peer Court Project Recipients Training		X	X	X	X	X							
REIMBURSEMENT on Completion of 3.2.3			X		X		X						
3.2.4 Final Revisions & Adjustments to Curriculum									X	X	X	X	X
REIMBURSEMENT on Completion of 3.2.4													X
3.2.5 Completion of Final Report												X	X
REIMBURSEMENT on Completion of 3.2.5													X

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following bidding information shall be included in the proposal:

- 4.1 Company name, address, telephone and fax numbers, and social security number or federal tax identification number.
- 4.2 Six (6) hard copies of the proposal signed by an authorized representative of the Company or service provider, including name, title, address, and telephone number of one individual who is the responder’s designated representative.
 - 4.2.1 In addition to the six hard copies mentioned above, please remit an electronic version of the proposal on CD.
- 4.3 Resumes describing the background and experience of key staff, as well as each individual’s ability and experience in conducting the proposed activities.

- 4.4 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.
- 4.5 List of existing professional time commitments on other professional consulting contracts occurring within the March 2006- September 2007 time frame.

The following proposal-specific information shall also be included in response to this RFP:

- 4.6 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.
- 4.7 Proposed curriculum development design necessary to address project objectives;
- 4.8 Sample interview questions developed for previous qualitative interviews;
- 4.9 Sample curriculum developed for previous projects.

5.0 COST PROPOSAL

Using the forms in Attachment D, submit a detailed line item budget showing total cost of the services. Fully explain and justify all budget line items in a narrative entitled "Budget Justification."

The total cost for consultant services will not exceed \$95,000 inclusive of personnel, materials, computer support, travel, lodging, per diem, overhead rates, and other cost recovery for services rendered. The method of payment to the consultant will be by cost reimbursement.

6.0 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.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

8.0 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 projections
- d. Credentials of staff to be assigned to the project
- e. Ability to meet timing requirements to complete the project

9.0 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.

10.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment A.

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

11.0 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 Contracting Officer. 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>.

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.

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.

Attachment A
Contract Terms

- 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. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. “**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.
- M. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”).

Attachment A
Contract Terms

- O. **“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.”**
- P. **“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.
- Q. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. **“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.
- S. **“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. Grant-Funded Agreement

- A. This Agreement is funded by To Be Determined (hereinafter, “**the Grant**”).
- B. The terms of the Grant, which may be amended from time to time, are incorporated herewith by reference into this Agreement.

5. 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.

6. 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

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

7. Assignments or Subcontracting

This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Any substitution or prolonged absence of the personnel who were specifically identified in the original proposal, as accepted, must be approved. Failure to obtain acceptance shall constitute a major breach of this Agreement

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

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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. Right to Audit

A. The Court shall permit all Data and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:

- i. The State;
- ii. The Bureau of State Audits; and/or
- iii. Any State or Federal government auditing agency.

B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

12. Audit Requirement

The expenditure of funds under the Program is subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). For your information, the U.S. General Accounting Office maintains a toll free telephone number, (800) 424-5454, for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

13. 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.

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- 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.

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- 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.

14. 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.

15. 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

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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.

16. 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.

17. 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.

18. 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.

19. 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

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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.

20. Lobbying

Funds awarded to the Contractor shall not be used, indirectly or directly, to influence Executive orders or similar promulgation by Federal, State, or local agencies, or to influence the passage or defeat of any legislation by Federal, State, or local legislative bodies.

21. Political Activities

The Contractor shall not contribute or make available grant program funds, program personnel, or equipment awarded by the grant to any political party or association, or the campaign of any candidate for public or party office. The Contractor shall not use funds awarded to the Contractor in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Contractor and employees of the Contractor shall not intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

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22. 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.

23. Publications

- A. The following disclaimers and notations will accompany the dissemination and/or publication of all Data developed under funding from this Agreement:

"The preparation of this Data was financially assisted through a grant from the State of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the State. The State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use this Data. The State also reserves a royalty-free, nonexclusive, and irrevocable license to authorize not-for-profit agencies and other governmental agencies to use this Data."

- B. No dissemination or publication of Data developed under funding from the Agreement will take place before the Agreement has expired and the products of this Agreement have been approved for release by the State. Once State approval has been obtained, the Contractor may publish the Data.

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.

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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. Non-Duplication of Grant-Funded Expenditures

The Contractor and Subcontractor(s) certifies that there are no ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Contractor agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

27. Fiscal Provisions

- A. IF THE CONTRACTOR DOES NOT SUBMIT TIMELY BILLING SO THAT THE STATE CAN LIQUIDATE THE FUNDS AS REQUIRED BY THE TERMS OF THE GRANT WITH THE FEDERAL GOVERNMENT, THE CONTRACTOR SHALL NOT BE REIMBURSED AND THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY COSTS THAT CANNOT BE REIMBURSED BECAUSE OF THE EXPIRATION OF THE GRANT FROM THE FEDERAL GOVERNMENT.
- B. THE STATE MUST RECEIVE ALL INVOICES NO LATER THAN TO BE DETERMINED IN ORDER TO PROVIDE THE STATE WITH SUFFICIENT TIME TO LIQUIDATE THE GRANT.
- C. Any unobligated or unliquidated obligations must be returned to the federal government. There is no carryover of federal funds under this Agreement, unless approved by the federal agency controlling grants funds.

28. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42

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U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

29. California Law

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

30. Severability

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

31. Waiver

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

32. Signature Authority

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

33. Survival

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

34. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF PROVISIONS

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**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.

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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 Patrick Danna at the AOC 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 Patrick Danna 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 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 cover letter 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.

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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

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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.

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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

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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

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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 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.

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>

Attachment C

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 Proposer)*

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 tasks, transfer the total number of billable hours and the not to exceed amounts from Pricing Form #3.

Task Item Section	Task Description	Deliverable Due Date / Completion Date	Total Hours	Amount
3.1.1	Project Planning Symposium	March 31, 2006		
3.1.2	Project Curriculum Program Outline	April 30, 2006		
3.1.3	Interim Progress Report	June 30, 2006		
3.1.4	Development/Implementation of all Products/Protocols/Procedures/Meetings w/AOC	August 31, 2006		
3.1.5	Finalized Project Curriculum	September 30, 2006		
3.2.1	Project Curriculum for Website Development	November 30, 2006		

Task Item Section	Task Description	Deliverable Due Date / Completion Date	Total Hours	Amount
3.2.2	Project Website Implementation	February 28, 2007		
3.2.3	Peer Court Project Recipients Training	March 31, 2007		
3.2.4	Final Revisions & Adjustments to Curriculum	September 30, 2007		
3.2.5	Completion of Final Report	October 31, 2007		
Total Not To Exceed Amount For Labor – All Tasks				

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 Pricing Form #2 above. 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) Transfer the Subtotal Hours and Amount from each task item to Pricing Form #2 above.

Task Item Section	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.1.1	<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 3.1.1				
3.1.2	<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 3.1.2				

Attachment D

Task Item Section	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.1.3	<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 3.1.3				
3.1.4	<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 3.1.4				
3.1.5	<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 3.1.5				
3.2.1	<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 3.2.1				
3.2.2	<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 3.2.2				
3.2.3	<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 3.2.3				

Task Item Section	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.2.4	<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 3.2.4				
3.2.5	<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 3.2.5				

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.

Expense	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.

Expense	Assumptions	Amount

Attachment D

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