



## Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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*Director, Finance Division*

**TO:** **POTENTIAL PROPOSERS**

**FROM:** Administrative Office of the Courts

**DATE:** June 1, 2009

**SUBJECT/PURPOSE**

**OF MEMO:** **REQUEST FOR PROPOSALS**  
Emergency Response and Security (ERS), part of the Administrative Office of the Courts (“AOC”), seeks a vendor to provide statewide emergency notification system/services.

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

Project Title: Emergency Notification Service

RFP Number: ERS-060109

**QUESTIONS TO THE**  
**SOLICITATIONS**  
**MAILBOX:** Questions regarding this RFP should be directed to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) by **June 15, 2009**

**DATE AND TIME**  
**PROPOSAL DUE:** There will not be a pre-proposal conference for this RFP.

Proposals must be received by **June 24, 2009, no later than 1 p.m. (Pacific Time)**

**SUBMISSION OF**  
**PROPOSAL:** Proposals must be sent to:

**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden, RFP No. ERS-060109**  
**455 Golden Gate Avenue, 7th Floor**  
**San Francisco, CA 94102-3688**

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## **I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT**

### **1.1 Issuing Body and Coordinated Procurement**

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

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative Office of the Courts (“AOC”) on behalf of the 58 Superior Courts of California; the California Appellate Courts, including the Supreme Court of California; and the AOC (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”). This RFP is in no way an agreement, obligation, or contract.

### **1.2 RFP Layout and Sections**

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Statement of Work
- V. Master Agreement Terms and Conditions
- VI. Attachments

### **1.3 Project Overview**

Currently, the AOC’s Emergency Response and Security unit (“ERS”) manages an emergency notification service. This service is used to notify AOC employees statewide in the event of an emergency. No such service is currently available to the California Superior or Appellate Courts. ERS has been tasked with identifying an emergency notification service provider that can provide emergency notification service to the individual Purchasing Group members on a statewide basis. An emergency notification service is designed to provide a method of notifying members of a selected group in the event of an emergency.

The AOC is therefore requesting proposals from highly qualified vendors with expertise in providing emergency notification services for use by the Purchasing Group members.

The AOC intends to award one or more master agreements (“Master Agreement”), for an initial three (3) year term and three (3) one-year options to renew, to a vendor or vendors

*Introduction - Summary of the Intended Procurement*

that is able to supply the Purchasing Group members throughout California with an unknown quantity of emergency notification services, as further described in Section IV, Statement of Work of this RFP. The AOC reserves the right to make only one award, multiple awards or to reject any or all proposals submitted in response to this RFP in whole or in part, if it is in the Purchasing Group members' best interest to do so. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

Purchasing Group members may elect, but are not required, to purchase emergency notification services from any Master Agreement that results from this RFP.

## **II. PROCUREMENT AND EVALUATION PROCESS**

### **2.1 General Instructions**

#### **2.1.1 Administrative Rules**

Proposers shall follow the rules, set forth in Attachment A, Administrative Rules Governing Requests for Proposals, in preparation of their proposals.

#### **2.1.2 DVBE Requirements**

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. If your company has any questions regarding the form, you should contact the Solicitations Mailbox noted in Section 2.2.2, Contact Information of this RFP. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

### **2.2 Procurement Schedule and Contact Information**

#### **2.2.1 Procurement Schedule**

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

	<b><u>KEY EVENTS</u></b>	<b><u>KEY DATES</u></b>
1	Issue RFP	June 1, 2009
2	Deadline for Vendor Requests for Questions, Clarifications or Modifications	June 15, 2009 (Pacific Time, 1 p.m. (Pacific Time))
3	AOC posts Answers, Clarifications or Modifications	June 19, 2009
4	Proposal Due Date and Time	June 24, 2009, 1 p.m. (Pacific Time)
5	Potential Interviews and Demonstrations (estimated)	Week of July 6, 2009
6	Notice of Intent to Award (estimated)	July 17, 2009
7	Negotiations (estimated)	Week July 20, 2009
8	Notice of Award (estimated)	July 24, 2009

The RFP and any addenda that may be issued will be available on the following website, referred to as "AOC website": [www.courtinfo.ca.gov/reference/rfp/](http://www.courtinfo.ca.gov/reference/rfp/).

## 2.2.2 Contact Information

Proposal Submittals:

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

Questions & Other Correspondence: [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) (“Solicitations Mailbox”)

## 2.3 Submission of Proposals

### 2.3.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and Time specified in Section 2.2.1, Procurement Schedule of this RFP at the address listed in Section 2.2.2, Contact Information of this RFP for the Submittal Contact:

- a. Hardcopies:
  - (i) One unbound original of the pricing proposal together with Attachment F DVBE Participation Form to this RFP and one separate unbound original of the technical proposal (this includes all other proposal documents).
  - (ii) Five (5) bound copies of the pricing proposal, including Attachment D, Pricing Sheets, together with Attachment F, DVBE Participation Form to this RFP and five (5) separate bound copies of the technical proposal (this includes all other proposal documents);
- b. Electronic Formatted Copies:
  - (i) One electronic formatted copy of the technical proposal (this includes all other proposal documents) in MS Word format.
  - (ii) One electronic formatted copy with the pricing proposal, including Attachment D, Pricing Sheets to this RFP in Excel format, together with Attachment F, DVBE Participation Form of this RFP in MS Word format or Adobe PDF format.

All proposals (hardcopy and electronic) must be submitted with: (1) the technical proposal placed in a separate sealed envelope marked with “Technical Proposal;” and (2) completed Attachment D, Pricing Sheets (“Pricing Proposal”) and Attachment F, DVBE Participation Form to this RFP, in one sealed envelope marked with “Pricing Proposal and DVBE Participation Form”. Each envelope must also be marked with the vendor’s name. The two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the vendor’s name.

**The hard copies and electronic copies of the technical proposal must not include any pricing information.** Proposals received prior to the Proposal Due Date and Time that are

marked properly will be securely kept, unopened until the Proposal Due Date and Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, express mail carrier, or hand delivery only. A receipt should be requested for hand delivered material.

The vendor is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The AOC shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery.

### **2.3.2 Independence of Proposal and Joint Proposals**

Unless a vendor is submitting a joint proposal, the vendor represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The AOC assumes no responsibility or obligation for the division of orders or purchases among the prime contractor and any subcontractors.

## **2.4 Overview of Evaluation Process**

### **2.4.1 Evaluation Committee**

The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will first be reviewed by the Contracting Officer for responsiveness and meeting the requirements of Section 2.5, Minimum Qualifications. Responsive proposals that meet the Minimum Qualifications will then be forwarded for review and evaluation by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor.

The Evaluation Committee will evaluate proposals that meet the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.6, Evaluation Criteria of this RFP. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without knowledge of the pricing proposal. The pricing proposals will then be opened, reviewed, and evaluated to determine an overall evaluation score.

### **2.4.2 Evaluation of Pricing Sheets**

Pricing sheets will be reviewed only if a proposal is determined to be responsive and meets the Minimum Qualifications in Section 2.5. All figures entered on the pricing sheets must be clearly legible and must be type written. No erasures are permitted. Errors may be crossed out and corrections typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the vendor to provide an electronic copy of the

pricing sheets and there is a discrepancy in the printed pricing sheets and the electronic copy, the pricing on the printed pricing sheets will be evaluated.

Where more than one line item is specified in the solicitation, the AOC reserves the right to determine the highest evaluated vendor, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

#### **2.4.3 Reservation of Rights**

The AOC, in its sole discretion, may eliminate proposals that have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

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.

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 the requirements of the solicitation document.

Unless otherwise specified in the solicitation, the AOC may accept any item or combination of items as specified in the solicitation, of any proposal unless the vendor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the vendor so restricts its proposal, the AOC may consider the vendor's restriction and evaluate whether the award on such basis will result in the best value to the members of the Purchasing Group or may determine in its sole discretion that such restriction is non-responsive and renders the vendor's proposal ineligible for further evaluation.

The AOC reserves the right to negotiate with the intent to reach an agreement with vendors who have presented, in the opinion of the Evaluation Committee, the best ranked proposal. If an agreement cannot be reached, the AOC can negotiate with other vendors or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement prior to award of a Master Agreement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

#### **2.5 Minimum Qualifications**

To be considered for evaluation and possible award, proposers must first meet the minimum qualification requirements listed in the following table. Minimum requirements can be met by combining experience, expertise and resources of vendor and any proposed subcontractors.

<b>Minimum Qualifications</b>	
1	Three (3) or more years experience working with and supplying services similar to those specified in this RFP to public sector customers.
2	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California (reference <u>Attachment C, Vendor Certification Form</u> of this RFP).

The vendor must state specifically in its Executive Summary, as described in Section III, Proposal Format and Content, of this RFP, how it complies with each minimum qualification specified above. Subject to the AOC's right in its discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for an evaluation and possible award of a Master Agreement.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to provide proof that all such qualifications are met.

## **2.6 Evaluation Criteria**

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Purchasing Group members. The evaluation will be based on the following criteria, listed in order of descending priority.

- a. Simplicity and ease of use;
- b. Technical attributes, with particular reference to:
  - Service access and responder data maintenance;
  - Message distribution capability and diversity of message distribution method;
  - Independence from Purchasing Group members' infrastructure and service redundancy and availability;
  - Service security; and
  - Reporting capabilities (real time and post-event debriefing summary).
- c. Price;
- d. Technical support; and
- e. Training services.

Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to pricing, the AOC reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

## **2.7 Interviews, Service Demonstrations and Negotiations**

### **2.7.1 Interviews and Service Demonstrations**

Following the initial evaluation of proposals, the AOC reserves the right to require, and each vendor must be prepared to conduct, service demonstrations, oral presentations and other

discussions (written or verbal) on the content of its proposal. If the AOC determines that service demonstrations, interviews or presentations are required, selected vendors will be notified in writing of the date, place, time and format of the service demonstration, interview or presentation. Vendors will be responsible for all costs related to the service demonstration, interview or presentation, which, at the AOC's sole discretion, may be in-person and/or by teleconference. Failure to participate in such service demonstration, interviews or presentations or within the timeframe requested by the AOC may result in a vendor's disqualification from further consideration.

### **2.7.2 Negotiations**

If the AOC desires to enter into negotiations, it will do so with one or more vendors, at its discretion. If the AOC enters into negotiations and the parties do not reach an agreement, the AOC can negotiate with the other vendors or make no award under this RFP. The AOC reserves the right to award a Master Agreement, if any, without negotiations.

### **III. PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Proposals should clearly cover all requested information. Links to web sites are not acceptable. **Expensive bindings, color displays, and the like are not necessary or desired.** Emphasis should be placed on conformity to the AOC's instructions, requirements of this solicitation and the completeness and clarity of content. In drafting their proposals, vendors must rely **only** on the written RFP and all addenda, including answers to questions which will be posted on the AOC website.

#### **3.1 Pricing Proposal**

##### **3.1.1 Government Rates**

It is expected that all vendors responding to this solicitation will, at a minimum, offer the vendor's best government or comparable favorite rates, or the best government pricing that is available (e.g., GSA).

##### **3.1.2 Pricing and Price Adjustments**

Vendor must submit pricing as required by Attachment D, Pricing Sheets of this RFP. Pricing shall include all anticipated charges, including, but not limited to: cost of services, installation/set up, training, all applicable taxes, overhead, profit, and cost of providing insurance as required in Attachment B, Master Agreement Terms and Conditions of this RFP.

Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the services rendered. Vendor must indicate if it collects State of California taxes on the services rendered. Any taxes must be included as a separate line item on vendor's invoice.

The prices proposed in the vendor's response will be valid for a minimum of three (3) years after the Master Agreement is signed. The vendor's pricing proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the Purchasing Group members if the Master Agreement is renewed after the initial term.

#### **3.2 Technical Proposal**

##### **3.2.1 Simplicity and Ease of Use**

The AOC may evaluate the simplicity and ease of use of a vendor's service submitted in its proposal through a demonstration of all services that meet the specifications described in Section IV, Statement of Work of this RFP, as determined by the AOC.

### **3.2.2 Technical Attributes**

#### **3.2.2.1 Service Access and Responder Data Maintenance**

The vendor shall describe the process for accessing the vendor's emergency notification service and how to update and maintain responder information and group lists from both internet and telephone, as described in Section IV, Statement of Work of this RFP.

#### **3.2.2.2 Message Distribution Capability and Diversity of Message Distribution Method**

The vendor shall describe its emergency notification service's message distribution capability (the number of messages that can be sent per minute), indicate any restrictions to the length or number of messages that can be distributed simultaneously, the diversity of distribution method (the types of delivery method) and capability of multiple connection attempts to a given individual, as described in Section IV, Statement of Work of this RFP.

#### **3.2.2.3 Independence from Purchasing Group Members' Infrastructure and Service Redundancy and Availability**

The vendor shall include a description of how its service operates independently of the Purchasing Group members' infrastructure and service redundancy and availability, as described in Section IV, Statement of Work of this RFP.

#### **3.2.2.4 Service Security**

The vendor shall describe how its service provides application and infrastructure-level security measures to prevent the unauthorized use of the service, restrict access to the data, and create auditable logs of all transactions. The description should include, but is not limited to:

- a. Login security protocols
- b. Passwords
- c. Timeouts
- d. User access levels or groups
- e. Secure data storage
- f. Service reports and auditing capabilities

#### **3.2.2.5 Reporting capabilities (real time and post-event debriefing summary)**

The vendor shall describe the service's capability to track and document responses for auditing, compliance and debriefing purposes. Event reporting should take place both in real time as well as provide a summarized report for post-event debriefing purposes. In addition, the service should offer a real-time, web-based, view detailing the overall progress of notification and requested responses.

### **3.2.5 Technical Support**

The vendor shall describe what technical support it provides, the days and hours technical support is available and problem resolution time, as described in Section IV, Statement of Work of this RFP. The description should include, but is not limited to:

- a. Contact options and processes (telephone, email, fax, etc.);
- b. Follow up process;
- c. Internal procedures to track customer service contact and resolution;
- d. Escalation process to resolve outstanding customer service issues; and
- e. Remedies for not meeting the committed response time for a member of the Purchasing Group.

### **3.2.6 Training Services**

The vendor shall describe what services it provides to train Purchasing Group members' staff on the use of the vendor's emergency notification service as well as the qualifications of available vendor personnel who will perform the training services, if applicable. The vendor shall also indicate when training typically occurs after a Purchasing Group member orders emergency notification service.

## **3.3 Additional Information**

Although not part of the evaluation criteria, the following will also be submitted for the purpose of better understanding the vendor's organization and the extent to which it accepts the Master Agreement terms and conditions:

### **3.3.1 Company Information**

- a. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- b. Total number of years in business.
- c. Number of years providing services similar in size and scope to those requested in this RFP
- d. Annual contract value of the vendor's three (3) largest contracts for similar services in the past three (3) years.
- e. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing services described in this RFP (e.g., Account Manager, Maintenance, and Customer Service personnel, etc.).
- f. If subcontractors are proposed for this RFP, describe the services provided by the subcontractor(s) and the vendor's contract management process for subcontractors included in the vendor's proposal.
- g. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions and initial public offerings (IPO's).

### **3.3.2 Ordering Process and Reports**

#### **3.3.2.1 Ordering Process**

Describe the process to establish an account for any of the individual members of the Purchasing Group that may elect to purchase services under any Master Agreement that may result from this RFP.

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.), including the ordering requirements (as described in Section 4.1.5, Order Process of this RFP).

#### **3.3.2.2 Service Reports**

Vendor shall describe its capabilities to provide quarterly reports as described in Section 4.1.6, Reports of this RFP.

### **3.3.3 Master Agreement Terms and Conditions**

#### **3.3.3.1 Acceptance of Master Agreement Terms and Conditions**

The proposal must include Attachment E, Vendor's Acceptance of the Master Agreement Terms and Conditions to indicate their acceptance of Attachment B, Master Agreement Terms and Conditions of this RFP, with or without exception

#### **3.3.3.2 Supplemental and Alternate Terms and Conditions**

Vendor must submit any supplemental or alternate terms and conditions that may be applicable. Although the AOC will consider supplemental or alternate language proposed by a vendor, the AOC will not be bound by contract language received as part of a prospective vendor's response. If the vendor requires that the AOC be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

### **3.4 Proposal Submittal Requirements**

The vendor must complete and submit to the AOC all of the following proposal documents, with each page numbered, and in the following order. Failure to submit all of the following documents may result in a rejection of the proposal.

#### **3.4.1 Technical Proposal**

- a. Table of Contents – itemizing sections of the vendor's response, including required proposal documents and their respective page numbers;
- b. Executive Summary – a summary that demonstrates the vendor's understanding of the requirements of this RFP and provides a "high level" general overview of how the vendor proposes to provide the services of

- this RFP, including a statement regarding minimum qualifications as described in Section 2.5, Minimum Qualifications of this RFP;
- c. Proposal validity period and authorized signature, as described in Attachment A, Administrative Rules Governing Requests for Proposals, to this RFP;
  - d. Response to Sections 3.2.1, Simplicity and Ease of Use through 3.3.2.2, Service Reports of this RFP;
  - e. Vendor Certification Form – Attachment C to this RFP; and
  - f. Vendor's Acceptance of the Master Agreement Terms and Conditions – Attachment E to this RFP (see Section 3.3.3.1, Acceptance of Master Agreement Terms and Conditions including any supplemental or alternate terms and conditions (see Section 3.3.3.2, Supplemental and Alternate Terms and Conditions of this RFP);
  - g. Std 204 – Payee Data Record, Attachment G to this RFP.

### **3.4.2**

#### **Pricing Proposal and DVBE Participation Form**

- a. Pricing Proposal – (in accordance with Section 3.1, Pricing Proposal of this RFP); including submittal of Attachment D, Pricing Sheets; and
- b. Attachment F, DVBE Participation Form of this RFP.

## IV. **STATEMENT OF WORK**

### 4.1 Description of Services to be Provided

#### 4.1.1 General Description

The AOC is requesting proposals from highly qualified vendors with expertise in providing emergency notification service for use by the Purchasing Group members. The emergency notification service must enable each Purchasing Group member to immediately and simultaneously distribute an electronic voice or written message to one or more individuals as designated by the sender.

Members of the Purchasing Group may order emergency notification service s under any Master Agreement(s) that may result from this RFP by placing an individual order via a Purchase Order.

The term “Purchase Order” refers to an ordering document used by an individual member of the Purchasing Group to place an order for an emergency notification service under any Master Agreement that is awarded as a result of this RFP.

#### 4.1.2 Mandatory Specifications

- a. The service shall allow Purchasing Group members to update and maintain responder information. Group lists shall be accessible for modification at any time via the internet. The service shall send a reminder notification when updates are due, based upon the frequency identified by the Purchasing Group member. A report shall be automatically generated listing the individuals contacted and changes made. The computer-based service shall include any software updates and associated software and hardware support. If the service is of a proprietary nature, requiring proprietary software and tools to manage, configure or maintain it, then that proprietary software or tools shall be included and delivered to the Purchasing Group member as part of the service. If the service is software or code-based, it shall not lock out the Purchasing Group member or the Purchasing Group member's designated administrators or developers in any fashion or as a result of proprietary operation, passwords or code. Preference will be granted to open services architectures when such a service involves devices and protocols;
- b. The service shall allow user data to be initialized and updated in a batch from an external data source such as a delimited text file;
- c. The service shall have escalation rules allowing for a ranked calling order;
- d. The service shall provide an automated method to deliver messages through a wide range of devices, including, but not limited to, the following:
  - Telephone (both landline and mobile, including the ability to dial extensions)
  - Pagers
  - Personal email accounts

- Text messages
  - Fax
  - Telephone Device for the Deaf (TDD)
- e. The service shall have a quota for response feature, which will be used when a situation requires direct support to build recovery teams. The service will stop calling when the designated number of responses is received;
  - f. The service shall have the capability of making multiple connection attempts to a given individual;
  - g. The service shall have an acknowledgement capability option;
  - h. The service must be simple, easy to use and secure, allowing for the flexibility to notify multiple groups and individuals simultaneously via a broad range of delivery methods;
  - i. The service must be able to be activated by telephone and internet allowing the user to distribute emergency notification messages at any time from any location, with no restriction on the number of groups or individuals contacted;
  - j. The service must be a totally hosted, off-site service that operates independently of the Purchasing Group members' infrastructure. The service must be backed up at more than one location, and include a plan for continuity of service operations in the event of an emergency at the location where the service is housed.
  - k. The service shall provide the capability to track and document responses for auditing, compliance and debriefing purposes. In addition, the service shall offer a real-time, web-based, view detailing the overall progress of notification and requested responses.
  - l. Extension Dialing – the service shall have the capability to dial extensions as well as direct lines. In addition, a recorded message going to a voicemail box will be distributed in its entirety.
  - m. Data Security – the service shall guarantee the security of stored data.
  - n. Security shall be maintained by the Purchasing Group members when developing the teams and/or groups by designating individuals as Active and/or Administrator. The service shall include the ability to manage password creation and maintenance. In addition, the service shall allow for Purchasing Group members to increase security as desired.
  - o. The vendor shall ensure that all customer service issues are resolved in a timely and consistent manner, with a maximum of three (3) hours for resolution. Technical support must be available via email and telephone. The vendor will provide help desk support via a toll free number, available twenty-four (24) hours a day, seven (7) days a week. In addition, on-line help desk capabilities must be available to log issues twenty-four (24) hours a day, seven (7) days a week.

#### **4.1.3 Optional Specifications**

- a. Conference Call Bridging – the service should have the capability to allow for multiple users to be connected on a conference line immediately.
- b. Message Center or Call-in Number – the service should allow users to call a toll free number (access code requirement optional) to listen to messages regarding the emergency situation.
- c. Personalized Message Center – the service should include a personalized message center requiring the use of a PIN for access, allowing for secure delivery of messages containing personal information.
- d. The service should have a text to speech capability.

#### **4.1.4 Training**

All service administrators will require training. The training should be standard and must be consistent and must be provided by the vendor. The training may be developed as a train the trainer style, NetMeeting style, or other designated style as defined under any Master Agreement(s) that may result from this RFP. A user guide must be provided for each Purchasing Group member location. Training must be offered at a minimum of one (1) hour for each Purchasing Group member. It should be available to members of the Purchasing Group in various formats, including but not limited to online, such as WebEx or video conference. The cost of the training must be included in the price per Attachment D, Pricing Sheets of this RFP.

#### **4.1.5 Ordering Process**

Vendor will establish an individual customer account with any member of the Purchasing Group that elects to place an order from the vendor under any Master Agreement that may result from this RFP.

Vendor shall maintain a toll-free number, available twenty-four (24) hours a day, seven (7) days a week, for ordering, inquiries and customer service.

#### **4.1.6 Reports**

The vendor will provide to the AOC Project Manager and AOC Contract Officer quarterly reports that include a summary of the services ordered, including the ordering location and the total value ordered during the quarter reported. Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

### **4.2 Estimated Volumes**

No minimum ordering estimate is stated in this RFP. The Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. A Purchasing Group member will make its own purchasing decision based on what is in the best interest of that Purchasing Group member.

#### **4.3      Procurement Process – Use of Master Agreement**

After award of a Master Agreement or Master Agreements, individual Purchasing Group members may request the vendor to provide emergency notification services under the Master Agreement by issuing a Purchase Order. Except for payment terms, the terms and conditions of the Master Agreement shall take precedence over the terms and conditions of the Purchase Order, any previous Master Agreement, or terms and conditions included on an invoice or like document unless the Purchase Order indicates otherwise with a reference to specific provisions of the Master Agreement.

**V. MASTER AGREEMENT TERMS AND CONDITIONS**

The Master Agreement Terms and Conditions are included in this solicitation document as Attachment B, Master Agreement Terms and Conditions. References to "Exhibits" in Attachment B, Master Agreement Terms and Conditions of this RFP refer to Exhibits that will be included in any Master Agreement that may result from this RFP.

**VI. ATTACHMENTS**

Attachment A – Administrative Rules Governing Requests for Proposals

Attachment B – Master Agreement Terms and Conditions

Attachment C – Vendor Certification Form

Attachment D – Pricing Sheets

Attachment E – Vendor’s Acceptance of the Master Agreement Terms and Conditions

Attachment F – DVBE Participation Form

Attachment G – Std 204 – Data Payee Record

**ATTACHMENT A**  
**ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS**

**A. General**

1. This solicitation document, the evaluation of proposals, and the award of any Master Agreement shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 120 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. Communications with AOC Regarding the RFP**

1. Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of proposals, vendors shall use the "Solicitations Mailbox," identified on the cover memo of this RFP, for any communications with the AOC regarding the RFP and award. Vendors must include the RFP Number in subject line of any communication.

**C. Questions Regarding the RFP**

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 via email to the Solicitations Mailbox, identified on the cover memo of this RFP, 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. Vendors interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, set forth on the RFP cover memo. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

**D. Errors in the RFP**

1. If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>)
2. If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the Master Agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

**E. Addenda**

1. The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the Courtinfo website at:  
(<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP, no later than one day following issuance of the addendum.

**F. Withdrawal and Re-submission / Modification of Proposals**

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

**G. Errors in the Proposal**

1. If errors are found in a proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if selected for the award of the agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

## H. Rights to Reject or Award Proposals

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. 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 Master Agreement 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.
2. In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or Master Agreement 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.
3. Vendors are specifically directed NOT to contact any AOC, California Supreme Court or Courts of Appeal, or the Superior Courts of California, or their personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a Master Agreement. Unauthorized contact with any AOC, California Supreme Court or Courts of Appeal, or Superior Courts of California, or their personnel or consultants may be cause for rejection of the vendor's proposal.

## I. Protest Procedure

1. General
  - (i) Failure of a vendor to comply with the protest procedures set forth in this Section I, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
2. Prior to Submission of Proposal
  - (i) 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 due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment A, Administrative Rules Governing Requests for Proposals, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Notice of Intent to Award/Not to Award

(i) A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection 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.

(ii) Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

4. Form of Protest

(i) A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, 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 on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, vendor, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified.
- 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.

(ii) 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

(i) 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 date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time 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 Master Agreement.

6. Determination of Protest Submitted After Submission of Proposal

(i) Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

(i) 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 Senior Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) business days of receipt of the Contracting Officer's decision.

(ii) 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. 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. Decision of the Contracting Officer was in error of law or regulation.

(iii) The vendor's request for appeal shall include:

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

(iv) Upon receipt of a request for appeal, the AOC's Senior 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 Senior Business Services Manager shall constitute the final action of the AOC.

**8. Protest Remedies**

(i) If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

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

**J. 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.

**K. 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 provided 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 provided in the agreement between the AOC and the selected vendor.

**L. Award and Execution of Agreement**

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 Master Agreements 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.
3. The AOC will make a reasonable effort to execute any Master Agreement based on this solicitation document within 120 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a Master Agreement.
4. A vendor submitting a proposal must be prepared to use a standard state form rather than its own contract form.
5. Upon award of the agreement, the agreement shall be signed by the vendor(s) in two original Master Agreement counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

**M. Failure to Execute the Master Agreement**

1. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

**N. 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 **Solicitations Mailbox**, set forth on the RFP cover memo.

**O. News Releases**

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

**ATTACHMENT B**  
**MASTER AGREEMENT TERMS AND CONDITIONS**

This Master Agreement for emergency notification service including Exhibit A—Statement of Work, and Exhibit B—Payment (collectively, “Master Agreement”) is entered into effective as of \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_, (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”), for the benefit of the 58 Superior Courts of California; the California Appellate Courts, including the Supreme Court of California; and the AOC (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).

**PURPOSE**

The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing and hosting emergency notification services as requested in RFP No. ERS - 060109 (“RFP”) and as further described in Exhibit A—Statement of Work.

Contractor and the AOC agree as follows:

1. TERM: The initial term of this Master Agreement is three (3) years, commencing on the Effective Date with three (3) one-year options to extend the term, which options may be exercised by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments shall not exceed the annual percentage increase in the Consumer Price Index for the calendar year immediately ended and will be set forth in a written amendment to this Master Agreement.
2. OBLIGATION: This Master Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement.
3. RELATIONSHIP OF PARTIES: The AOC has the authority to enter into master agreements on behalf of the Purchasing Group. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders. Every member of the Purchasing Group is, and is intended to be, a third party beneficiary of this Master Agreement.
4. SCOPE OF WORK AND PRICE:
  - (a) Contractor shall provide or perform services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibits A and B to this Master Agreement.
  - (b) Contractor’s prices set forth in Exhibit B to this Master Agreement, include all charges, including but not limited to, cost of labor, licenses, overhead, profits, and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.

5. ORDERING:

- (a) Individual members of the Purchasing Group may place individual orders for emergency notification service pursuant to this Master Agreement. Orders will be placed by issuing a Purchase Order. A Purchase Order is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of an ordering document may vary. All Purchase Orders will reference this Master Agreement No. \_\_\_\_\_ . The terms and conditions of this Master Agreement No. \_\_\_\_\_ are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected, unless the Purchase Order indicates otherwise with a reference to specific provisions of the Master Agreement.
- (b) A Purchase Order placed by the Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such Master Agreement.
- (c) The Individual Purchasing Group member will be responsible for the acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.
- (d) Each Purchasing Group member placing a Purchase Order will designate a contact person in the Purchase Order ("Purchase Order Project Manager"). Contractor shall contact the Purchase Order Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.
- (e) After a Purchase Order has been placed by any Purchasing Group member, Contractor shall provide that Purchasing Group member with the total cost and lead time required for the Work ordered. The total cost will itemize the cost of each of the components of the Work. Contractor shall coordinate the training date(s) with the Purchase Order Project Manager. Contractor shall provide the Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement will be submitted by facsimile or email to the Purchase Order Project Manager for the Purchasing Group member, regardless of what method is used to place the Purchase Order, and will include: the components of Work ordered, training dates, and contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the Purchase Order, including the Work ordered, training dates, and contact information.
- (f) Contractor shall maintain a toll-free number, available twenty-four (24) hours a day, seven (7) days a week, for ordering, inquiries and customer service.

6. DISPUTE RESOLUTION:

- (a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this Master Agreement, Contractor will meet with the AOC Contract Officer to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor will meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Purchase Order Project Manager and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 6(a)(1), then a designated representative of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Officer of the dispute with the Purchasing Group member and any planned meetings between the Contractor and the designated representative of the Purchasing Group member and provide the AOC Project Manager and Contract Officer an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 6(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 6(a)(1) and 6(a)(2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a member of the Purchasing Group is a party to the dispute, Contractor shall also provide a copy of such notice to the AOC Contract Officer.

2. If the matter is not resolved as set forth in paragraph 6(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member, the Court Executive Officer or another member of the executive management team shall submit the second written notice to Contractor. If a member of the Purchasing Group is a party to the dispute, Contractor shall submit the second written notice to the Court Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Officer.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with Work will be considered a material breach of the Master Agreement.

7. SCOPE OF WORK; ACCEPTANCE; EXCLUSIVITY:

(a) Scope of Work and Acceptance: Contractor will perform and complete all Work described in Exhibit A—Statement of Work in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Purchase Order. Each Purchasing Group member has the absolute right to reject any Work that does not meet the requirements of this Master Agreement and Exhibit A—Statement of Work. A Purchasing Group member, in its sole discretion, may elect to accept Work that substantially meets such requirements. Time is of the essence in the performance of Work under this Master Agreement.

(b) Non-Exclusivity: This is a non-exclusive agreement. The AOC and the members of the Purchasing Group reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

8. INVOICES, PAYMENT AND SETOFF: A member of the Purchasing Group placing a Purchase Order under this Master Agreement shall have no obligation to pay for any Work that does not meet the requirements of this Master Agreement and Exhibit A—Statement of Work. The Purchasing Group members will not make any advance payments for services. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Payment is due Net 30 from date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Purchase Order or any other transaction or occurrence.

9. REPORTS: Contractor will provide to the AOC Project Manager and AOC Contract Officer quarterly reports that include a summary of the services ordered, including the ordering location and the total value ordered during the quarter reported. Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

10. AUDIT RIGHTS: Contractor agrees to maintain records relating to Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of four (4) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Officer, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to Work.

11. CHANGES AND AMENDMENTS: Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Officer. 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. After the AOC Contract Officer reviews the request, a written decision will be provided to the Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the AOC on a State of California Standard Agreement form.

12. AMENDMENT; WAIVER; SEVERABILITY: As provided in paragraph 11, Changes and Amendments, no amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the AOC. A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
13. TERMINATION:
  - (a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, the AOC and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.
  - (b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if (1) the Work is rejected as described in paragraph 7, Scope of Work; Acceptance; Exclusivity, or (2) Contractor is otherwise in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.
  - (c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraph 17, Contractor Warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing Group member, AOC, and Contractor will discuss performance of any Purchase Orders outstanding at the date of termination.
  - (d) Contractor may terminate a Purchase Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Purchase Order within thirty (30) days after receipt of written notice of delinquency.
  - (e) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.
14. GENERAL INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Purchase Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Purchase Order.

15. INFRINGEMENT INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Contractor under this Master Agreement or any Purchase Order.

16. INSURANCE:

(a) General Insurance Requirements: Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will 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.

(b) Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverage:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of \$1,000,000 for each occurrence.
3. Commercial General Liability Insurance with minimum limits of \$2,000,000 for each occurrence, and \$2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.
4. Business Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess or Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions will not limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor. Contractor will declare to the AOC and, as applicable, the Purchasing Group member all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 are subject to approval by the AOC.

(d) Endorsements; Additional Insureds; Terms and Conditions: The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.

2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

3. Contractor's insurance will 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) Contractor will provide the AOC (and on request, any other Purchasing Group member) with certificates of insurance satisfactory to the AOC, evidencing all required coverage before Contractor begins any Work, and provide complete copies of each policy upon the AOC's request.

(f) If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor will, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

(g) All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC's Contract Officer. Such notice will reference the relevant project, and Master Agreement number. Contractor shall provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

(h) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

17. **CONTRACTOR WARRANTIES.** Contractor represents and warrants that at all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Purchase Order, the following statements will remain true:

(a) Contractor can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing product and services similar to the Work and all applicable industry standards.

(b) Contractor is either the owner of, or is authorized to use, the Work for its own benefit and the benefit of every Purchasing Group member, and the Work does not and will not infringe any patent, trademark, copyright, or other intellectual property right of a third party.

(c) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting Work provided or performed under this Master Agreement or any Purchase Order.

(d) The Work is compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

(e) 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. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including

sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Purchase Order. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

(f) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

(g) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(h) No gratuities, in the form of entertainment, gifts, or otherwise, were or will be offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of a Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order.

18. **CONFIDENTIALITY:** All financial, statistical, personal, technical and other data and information which are designated confidential by a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to Contractor in order to carry out this Master Agreement or any Purchase Order, or which become available to Contractor in carrying out this Master Agreement or any Purchase Order (“Confidential Information”) will remain the property of the Disclosing Party. Contractor shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Contractor employs with respect to its own information of a similar nature. Contractor shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 18 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that Contractor shall first give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by Contractor without violating the Disclosing Party’s proprietary rights as shown by Contractor’s written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by Contractor at the time of disclosure, as shown by Contractor’s written records, and Contractor has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between AOC and Contractor or a Purchasing Group member and Contractor, (5) is rightfully received by Contractor free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.
19. **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Contractor is an independent contractor and while performing work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC, which consent shall not be unreasonably delayed or withheld.

20. REQUESTS; COMMUNICATION; NOTICE:

- (a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Officer. Notice to the AOC must be in writing and be delivered to the AOC Contract Officer at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

\_\_\_\_\_, AOC Contract Officer  
Judicial Council of California  
Administrative Office of the Courts

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Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

- (b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

\_\_\_\_\_, AOC Project Manager  
Judicial Council of California  
Administrative Office of the Courts

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Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

- (c) Notice to Contractor concerning this Master Agreement or any Purchase Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

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- (d) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

- (e) Except as otherwise provided in paragraph 6, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchase Order Project Manager for the Purchasing Group member.

21. ASSIGNMENT: Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Master Agreement to

another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

22. PUBLICITY: News releases pertaining to the award of any Master Agreement resulting from this RFP may not be made by Contractor without the prior written approval of the AOC's Senior Business Services Manager.
23. GOVERNING LAW, VENUE: The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.
24. MASTER AGREEMENT CONSTRUCTION: Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Purchase Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Purchase Order.
25. SURVIVAL: Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.
26. SIGNATURE AUTHORITY: The parties signing this Master Agreement certify that they have proper authorization to do so.
27. ENTIRE AGREEMENT: This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.

**ATTACHMENT C**  
**VENDOR CERTIFICATION FORM**

I certify that neither \_\_\_\_\_ (Vendor) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five (5) years preceding submission of this proposal.

I acknowledge that if Vendor or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendor or any of its subcontractors subsequently become delinquent in California taxes, our proposal may be disqualified.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**VENDOR CERTIFICATION FORM (CONTINUED)**

**List of all Contracts with Government or Commercial Customers  
during the Five (5) Years preceding Submission of this Proposal**

## **ATTACHMENT D PRICING SHEETS**

Provide your pricing in the table below to provide the services as described in Section IV, Statement of Work of this RFP. All prices must be fixed for a period of at least three (3) years, unless a change in governmental regulations necessitates a revision to the prices.

**Pricing must be provided in the format indicated in the Item Description column and in the units of measure as described in the respective pricing column. Submitted proposals that do not conform with the Item Descriptions and respective pricing units of measure will be considered non-responsive.**

Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. It is therefore not known how many Purchasing Group members will actually use the contracted vendor's Emergency Response Service, the number or type of messages Purchasing Group members will send nor the number of message recipients.

<b>Item Description</b>	<b>Pricing (less tax) Based On Mandatory Specifications (RFP Section 4.1.2)</b>
<b>Annual Subscription Price:</b> <b>1 – 100 message recipients, 60 minutes maximum per message (includes service maintenance, support and web-based training costs)</b>	\$                   per year
<b>Annual Subscription Price:</b> <b>101 – 500 message recipients, 60 minutes maximum per message (includes service maintenance, support and web-based training costs)</b>	\$                   per year
<b>Annual Subscription Price:</b> <b>501 – 1,000 message recipients, 60 minutes maximum per message (includes service maintenance, support and web-based training costs)</b>	\$                   per year
<b>Annual Subscription Price:</b> <b>1,001 – 5,000 message recipients, 60 minutes maximum per message (includes service maintenance, support and web-based training costs)</b>	\$                   per year
<b>Annual Subscription Price:</b> <b>5,001 or more message recipients, 60 minutes maximum per message (includes service maintenance, support and web-based training costs)</b>	\$                   per year
<b>One-Time Set Up Price (if applicable)</b>	\$
<b>Optional Specifications (RFP Section 4.1.3):</b> <b>Conference Call Bridging</b> <b>Message Center or Call-in Number</b> <b>Personalized Message Center</b> <b>Text to speech capability</b>	\$ \$ \$ \$
<b>Training</b>	\$

**ATTACHMENT E**  
**VENDOR'S ACCEPTANCE OF THE MASTER AGREEMENT TERMS AND CONDITIONS**

Mark the Appropriate Choice, below:

Vendor accepts Attachment B, Master Agreement Terms and Conditions, without exception.

OR

Vendor proposes exceptions/modifications to Attachment B, Master Agreement Terms and Conditions. Summarize any and all exceptions to Attachment B, Master Agreement Terms and Conditions, below. Enclose both (i) a red-lined version of Attachment B, Master Agreement Terms and Conditions, that clearly shows each proposed exception/modification, and (ii) provide a written summary of each change, including the vendor's rationale for proposing each such exception/modification.

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**Signature**

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**Printed Name**

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**Title**

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**Date**

**ATTACHMENT F**  
**DVBE PARTICIPATION FORM**

Vendor 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: \_\_\_\_\_

Percentage of Total Contract: DVBE \_\_\_\_\_ %

**SUBCONTACTORS/SUBCONTRACTOR/VENDORS/SUPPLIERS**

1. Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract DVBE \_\_\_\_\_ %

2. Company Name: \_\_\_\_\_  
Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract DVBE \_\_\_\_\_ %

3. Company Name: \_\_\_\_\_  
Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract DVBE \_\_\_\_\_ %

GRAND TOTAL: DVBE \_\_\_\_\_ %

**PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART C - CERTIFICATION** (*to be completed by ALL Vendors*)

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 vendor set forth in this proposal 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 of California 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 of California 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 of California for up to three (3) years.

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

<b>Name of Vendor:</b>	
<b>Signature of Person Signing for Vendor</b>	
<b>Name (printed) of Person Signing for Vendor</b>	
<b>Title of Above-Named Person</b>	
<b>Date</b>	

**ATTACHMENT G**  
**STD 204 – PAYEE DATA RECORD**

**(See separate PDF file for this RFP)**