



# Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

STEPHEN NASH  
*Director, Finance Division*

**TO:** Potential Proposers

**FROM:** Administrative Office of the Courts  
Finance Division

**ISSUE DATE:** Tuesday, April 7, 2009

**SUBJECT/PURPOSE OF MEMO:** Request for proposals  
AV Video Systems Maintenance and Repair Services

**ACTION REQUIRED:** You are invited to review and respond to the attached Request for Proposals (“RFP”) , as posted at  
<http://www.courtinfo.ca.gov/reference/rfp/>  
**Project Title: AV Systems Maintenance and Services**  
**RFP Number: CJER-AVSDI-08-CT**  
[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)

**SOLICITATIONS MAILBOX:**

**DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS:** Deadline for submittal of questions pertaining to solicitation document is:  
**1:00 p.m. (Pacific Time) on Wednesday, April 15, 2009**

**SUBMISSION OF PROPOSAL:** Proposals are to be sent to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden, RFP No. CJER-AVSDI-08-CT**  
**455 Golden Gate Avenue**  
**San Francisco, CA 94102**

**DUE DATE & TIME FOR SUBMITTAL OF PROPOSALS:** Proposals must be received by: **3:00 p.m. (Pacific Time) on Monday, May 4, 2009.**

## 1.0 GENERAL INFORMATION

### 1.1 Background

- 1.1.1 The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system, including the superior courts, appellate courts and state supreme court. 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 Council is comprised of twenty-eight (28) members representing the judicial system as well as the State Bar and both houses of the State Legislature.
- 1.1.2 The Administrative Office of the Courts (AOC) is the staff agency for the Judicial Council, and assists both the Council and its chair in performing their duties. The AOC is located in San Francisco. It is comprised of ten divisions, including the Education Division, which manages the audio visual technical infrastructure and systems.

### 1.2 Outsourcing of AV/Video Systems Maintenance and Repair Services

- 1.2.1 The AOC currently has portable and integrated audio visual systems and equipment in four (4) locations statewide, San Francisco, Burbank, and 2 locations in Sacramento. These systems consist of simple display presentation equipment; Polycom videoconference equipment; AMX and Crestron control system integrated spaces; integrated assistive listening systems; a broadcast media production studio; a courtroom; a distance learning training room, CATV building cable system, and integrated audio speaking and reinforcement.
- 1.2.2 The AOC utilizes the systems and equipments in shared conference spaces for the purposes of administrative, educational, and ceremonial functions. The equipment and spaces vary depending upon location. San Francisco has the largest spaces consisting of two (2) conference centers with 19 meeting rooms, two (2) audio visual control rooms, a courtroom, and a media production studio. The conference centers average 50 meetings on a weekly basis. Each of the locations in Sacramento and Burbank consist of a conference space with either Crestron or AMX integrated control systems and installed presentation equipment, a training space with integrated AMX control system and installed presentation equipment, and a stand-alone videoconference capable room with display equipment.

## **2.0 PURPOSE OF THIS RFP**

- 2.1 The AOC seeks to identify and retain one or more qualified Service Provider(s) to provide audio visual equipment maintenance and repair services for the systems and equipment in the identified statewide locations. The Service Provider will provide remote telephone support services, repair services for equipment and parts, and coordinate the use of loaner equipment as applicable. The Service Provider(s) will also perform standard and emergency on-site and depot technical repair and maintenance, basic staff training, and simple installation work, in accordance with the work of the agreement. This RFP is the means for proposers to submit their qualifications to the AOC for selection as the Service Provider.
- 2.2 Services are expected to be performed by the selected Service Provider between July 1, 2009 and September 30, 2010 (“Initial Term”) with two (2) consecutive one-year option terms to extend the agreement under the same terms and conditions in effect for the Initial Term. These option terms are defined as follows: First Option Term: From October 1, 2010 to September 30, 2011; and Second Option Term: From October 1, 2011 to June 30, 2012. The decision to exercise the option terms will be at the AOC’s sole discretion.
- 2.3 Proposal submitted in response to this RFP should indicated which services your company proposes to perform and, if your proposal has geographic or other limitations on some or all of the services offered, these limitations should be clearly defined. The AOC may select, based on the responses to this RFP, service providers qualified to provide specific portions or all of the scope of services described below. Service providers may be selected from different geographical areas of the State, in order to ensure efficient completion of assignments.

## **3.0 SCOPE OF SERVICES**

- 3.1 The Service Provider will provide maintenance and repair services of the installed and portable audio visual systems and equipment in the four (4) identified statewide locations (San Francisco, Burbank and two (2) locations in Sacramento). The Service Provider will provide both field and depot repairs services, including equipment repair and parts, performing staff training and consulting, and provide preventative maintenance site visits. The Service Provider will perform simple installation work in the performance of maintenance and repair services.
- 3.2 Preventative Maintenance Services
  - 3.2.1 The Service Provider shall provide two (2) annual on-site visits to the four (4) identified locations. The Service Provider will coordinate and provide a planned and controlled program of systematic inspection, adjustment, lubrication, and replacement of components, as well as performance testing and analysis of all installed and portable audio visual systems and equipment.

3.2.2 The Service Provider shall provide the AOC with a report on all preventative maintenance on-site visits, including equipment check-lists, recommended repair and replacement analysis, and recommended time intervals for equipment maintenance schedules.

3.2.3 The Service Provider shall provide the AOC with audio visual industry updates on new technologies and best practices for installed and portable equipment.

### 3.3 Field Maintenance and Repair Services

3.3.1 The Service Provider shall provide a toll free number to receive trouble and service request calls from State AV personnel during standard Business Hours.

3.3.2 The Service Provider shall coordinate and provide standard on-site maintenance and assessment of malfunctioning equipment within two (2) days of the request.

3.3.3 The Service Provider shall coordinate and provide emergency on-site maintenance and assessment of malfunctioning equipment within four (4) business hours on the same day of the request, if such request is received before 12PM Pacific Time Zone.

3.3.4 The Service Provider shall provide and install loaner equipment if repairs are to exceed forty-eight hours (48) and assistance in securing that equipment from a third-party vendor if necessary.

### 3.4 Depot Maintenance and Repair Services

3.4.1 The Service Provider shall coordinate and provide depot maintenance and repair of malfunctioning equipment in each of the four (4) identified locations.

3.4.2 The Service Provider shall coordinate and provide standard depot maintenance and assessment of malfunctioning equipment within two (2) days of the initial service request.

3.4.3 The Service Provider shall coordinate and provide emergency depot maintenance and assessment of malfunctioning equipment within four (4) business hours on the same day of the request, if such request is received before 12PM Pacific Time Zone.

3.4.4 The Service Provider shall provide and install loaner equipment if repairs are to exceed forty-eight hours (48) and assistance in securing that equipment from a third-party vendor is necessary.

3.4.5 The Service Coordinator will coordinate and oversee the factory repair equipment process on behalf of the AOC.

3.5 Training and Consulting Services

3.5.1 The Service Provider will provide up to eight (8) hours of staff training on a biannual basis for applicable installed and portable audio visual equipment and systems.

3.5.2 The Service Provider will make all commercial efforts to provide immediate remote telephone consultation services for new equipment and technology assessment and solution inquiries.

3.6 Simple Installation Services

3.6.1 The Service Provider will performance simple installation work, in accordance with the performance of the maintenance and services work, as set forth in this Agreement.

3.7 Cancellation of Services. The State may inquire into availability of services on a per-specific-event basis. The State may “book” inquiries on the date of the event or months in advance, and may cancel at any time, subject to a Cancellation Fee. Inquiries that fall After Hours, or events that require special staff scheduling, vendor coordination, venue coordination, etc. must be resolved by the parities within the constraints of advance requirements of Third Party vendors and venues, and no later than forty-eight (48) hours prior to the event.

**4.0 TIMELINE FOR THIS RFP**

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

KEY EVENT	KEY DATES
Issue RFP	Tuesday, April 7, 2009
Deadline for proposers to submit questions, requests for clarifications or modifications to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>	<b>1:00 p.m., Wednesday, April 15, 2009</b>

KEY EVENT	KEY DATES
AOC posts questions and answers at <a href="http://www.courtinfo.ca.gov/reference/rfp/">http://www.courtinfo.ca.gov/reference/rfp/</a> (estimate only)	Monday, April 20, 2009
Proposal due date and time	<b>3:00 p.m., Monday, May 4, 2009</b>
Evaluation of proposals (estimate only)	May 5-15, 2009
Notice of intent to award (estimate only)	May 18, 2009
Negotiations (estimate only)	May 19-June 2, 2009
Execution of contract (estimate only)	June 3, 2009
Notice of contract award (estimate only)	June 3, 2009

4.2 Request for Clarifications or Modifications of the RFP Documents

- 4.2.1 Vendors interested in responding to the solicitation may submit questions by e-mail only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including attachments, to the Solicitations mailbox referenced below. If the vendor is requesting a change, the request must state the recommended change and the vendor’s reasons for proposing the change.
- 4.2.2 **Solicitations mailbox:** solicitations@jud.ca.gov
- 4.2.3 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified herein. Questions or requests submitted after the due date will not be answered.
- 4.2.4 All e-mail submissions sent to the Solicitations mailbox **MUST** contain the RFP number and other appropriate identifying information in the e-mail subject line. In the body of the e-mail message, always include paragraph

numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the e-mail subject line may result in the AOC's taking no action on a vendor's e-mail submission.

- 4.2.5 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of both the questions and the AOC's responses on the California Courts Web site. The AOC reserves the right to edit questions for clarity and relevance.
- 4.2.6 If a vendor's question relates to a proprietary aspect of its proposal and the vendor believes that the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be so notified, at which time the vendor may withdraw the question or restate the question so as to make it non-proprietary or non-confidential.

## 5.0 RFP ATTACHMENTS

- 5.1 Included as part of this RFP are the following attachments:
  - 5.1.1 Attachment 1, Administrative Rules Governing Request for Proposals. Proposers shall follow the rules, set forth in Attachment 1, in the preparation and submittal of their proposals.
  - 5.1.2 Attachment 2, Contract Terms. Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment 2.
  - 5.1.3 Attachment 3, Vendor's Acceptance of the RFP's Contract Terms. Proposers must either indicate acceptance of Contract Terms, as set forth in Attachment 2, or clearly identify exceptions to the Contract Terms, as set forth in Attachment 2. If exceptions are identified, then proposers must also submit (i) a red-lined version of Attachment 2, that clearly tracks proposed changes to this attachment, and (ii) written documentation to substantiate each such proposed change.

- 5.1.4 Attachment 4, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record Form, set forth as Attachment 4.
- 5.1.5 Attachment 5, DVBE Participation Form. Proposers must demonstrate either (i) DVBE compliance with minimum participation goals, or (ii) written evidence of a "good faith effort" explaining why compliance with DVBE goals cannot be achieved. DVBE Participation goals are further explained under Section 13.0 of this RFP.
- 5.1.6 Attachment 6, Pricing Form. Proposers must propose all pricing necessary to accomplish the work requirements of the eventual contract. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable most favorable rates and will be inclusive of all pricing necessary to provide the contracted work.
- 5.1.7 Attachment 7, Equipment List. The Equipment List contains all AOC A/V equipment expected to be maintained and/or repaired under the resulting contract from this RFP. The Equipment List is current as of the publishing date of this RFP, however, the AOC reserves the right to make changes to this list (additions and/or subtractions) at any time during the RFP process without providing prior notice to prospective proposers.
- 5.1.8 Attachment 8, Vendor's Acceptance of the Equipment List. Proposers must review the equipment list, as set forth in Attachment 7 and must indicate their acceptance of the Equipment List in its entirety, or clearly identify exceptions to the equipment that vendor proposes to not be covered under the contract resulting from this RFP. If exceptions are identified, then proposers must provide a specific listing of each piece of equipment by location and specific equipment ID, including part or model number and serial number, that vendor proposes to not maintain or repair.

## **6.0 EVALUATION OF PROPOSALS**

- 6.1 Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:
  - 6.1.1 Quality of workplan submitted,
  - 6.1.2 Experience on similar projects,
  - 6.1.3 Reasonableness of pricing,
  - 6.1.4 Coverage of, or exceptions to, the Equipment List (Attachment 7),
  - 6.1.5 Compliance with solicitation requirements, and
  - 6.1.6 Timely and customizable monthly billing statements.



## 7.0 SPECIFICS OF A RESPONSIVE TECHNICAL PROPOSAL

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

- 7.1 Quality of workplan submitted.
  - 7.1.1 Propose project or service program and team organization.
  - 7.1.2 Provide proposed selection and use of sub-contractors, if any.
  - 7.1.3 Describe your repair center environment, including how your organizational structure supports your ability to provide the services you are proposing.
  - 7.1.4 Describe your technical and customer support services, including whether you have 24x7x365 support capabilities, your capabilities for tiered support structure, after-hours availability, and problem escalation procedures. Explain how your firm measures performance, tracks and manages service requests.
  - 7.1.5 Indicate clearly which services you are submitting for consideration to be provided by your organization, including geographical coverage area. Clearly indicate which services will be provided through your subcontractor(s).
  - 7.1.6 Describe how you will transition this assignment. Present a 30-day and 90-day transition plan for the assignment.
  - 7.1.7 Briefly describe your company's core capabilities and business approach in the following areas: on-site and depot maintenance and repair services, preventative maintenance services, training and consulting services, ability to manage legacy equipment, and other core competencies related to providing services covered in the RFP.
  
- 7.2 Experience on similar projects.
  - 7.2.1 Describe past record of performance, on similar contracts with (i) the AOC, other government agencies or public bodies, and (ii) with private industry, including a brief description of the scope of work, with such factors as quality of work, ability to meet schedules and deadlines, examples of responsiveness and other attitudinal considerations.
  - 7.2.2 Provide resumes describing the background and experience of key staff, as well as, each individual's ability and experience in conducting the proposed activities.
  - 7.2.3 Provide the name, addresses (including email addresses), and telephone number for a minimum of five (5) clients for whom the vendor has provided similar services as those anticipated by this RFP. The vendor should provide a brief description of services provided to the customer and the date and duration of the contract. The AOC may contact some or all of the references provided in order to determine the vendor's performance record. The AOC reserves the right to contact references other than those provided in the proposal and to use the information gained in the evaluation process.

7.3 Compliance with solicitation requirements.

7.3.1 Contact information. Provide proposer's point of contact, including name, address, telephone, and fax numbers.

7.3.2 Tax recording information. Complete and submit Attachment 4, Payee Data Record Form. Note that if an individual or sole proprietorship, using a social security number for tax recording purposes, is awarded a contract, the social security number will be required prior to finalizing a contract.

7.3.3 Compliance with Contract Terms. Complete and submit Attachment 3, Vendor's Acceptance of the RFP's Contract Terms. If changes to Attachment 2, Contract Terms, are proposed, then also submit red-lined version of Attachment 2, as well as written justification supporting any such proposed changes.

7.4 Timely and customizable monthly billing statements.

7.4.1 Provide a sample of your invoice, including billing cycle, and describe your capabilities and procedures to provide credits and adjustments on services rendered.

**8.0 SPECIFICS OF A RESPONSIVE COST PROPOSAL**

8.1 Reasonableness of pricing.

8.1.1 The AOC expects the value of this contract to range from \$25,000 to \$30,000 over the course of each year for maintenance, repair, and replacement services; the amount of preventative maintenance work would range from \$8,000 to \$10,000 yearly.

8.1.2 Propose pricing to be inclusive of all costs, including personnel, materials, computer support, travel, lodging, meal, overhead, markups, and profit. The method of payment to the consultant will be reimbursement of costs actually incurred at the contracted fees and rates.

8.1.3 Complete and submit Attachment 6, Pricing Form.

8.1.4 Complete and submit Attachment 5, DVBE Participation Form.

**9.0 SUBMISSION OF PROPOSALS**

9.1 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted in Sections 7.0 and 8.0, above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.

- 9.2 Proposers will submit one (1) original and four (4) copies of the technical proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 9.3 Proposers will submit one (1) original and four (4) copies of the cost proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 9.4 Proposals must be delivered to the individual listed under Submission of Proposals, as set forth on the coversheet of this RFP.
- 9.5 Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.
- 9.6 In addition to submittal of the originals and copies of the proposals, as set forth in Sections 9.2 and 9.3, above, proposers are also required to submit an unprotected electronic version of the proposal on CD-ROM or DVD.

## **10.0 RIGHTS**

- 10.1 The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- 10.2 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 contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

## **11.0 ADDITIONAL REQUIREMENTS**

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

- 11.2 It may also be necessary for the AOC to request additional documentation or information in order to clarify aspects of a proposal or a vendor's ability to perform the required services. Should the AOC request such documentation or information, proposer shall provide the requested documentation or information no later than the date specified by such request.
- 11.3 Failure of a proposer to participate in an interview, or provide requested documentation or information by the AOC's specified date may result in the vendor's proposal being disqualified for further evaluation.

## 12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

- 12.1 The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the sole opinion of the AOC, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.
- 12.2 If any information submitted in a vendor's proposal is confidential or proprietary, the vendor must provide that information on pages separate from non-confidential information and clearly label the pages containing confidential information "CONFIDENTIAL."
- 12.3 In addition to labeling each confidential page, the vendor must include the following statement on a separate page, indicating all page numbers that contain confidential or proprietary information:

*The information contained on pages \_\_\_\_\_ shall not be duplicated or used in whole or in part for any other purpose than to evaluate the proposal; provided that if a contract is awarded as a result of this proposal, the AOC shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the right of the AOC to use the information contained herein if obtained from another source.*

- 12.4 PROPOSALS WILL BE MAINTAINED IN CONFIDENCE BY THE AOC UNTIL ISSUANCE OF A NOTICE OF CONTRACT AWARD. UPON ISSUANCE OF A NOTICE OF CONTRACT AWARD, ALL PROPOSALS, INCLUDING PROPOSAL INFORMATION LABELED AS CONFIDENTIAL BY A VENDOR, WILL BECOME PART OF THE PUBLIC RECORD AND SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT, EXCEPT

TO THE EXTENT INFORMATION IS PROTECTED FROM DISCLOSURE BY  
LAW.

### **13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

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

*END OF BASE RFP*

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 1**  
**ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS**

**A. General**

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for ninety (90) 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/>).

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**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 TPA 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

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**ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS**

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 contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
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 RFP's in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
3. Vendors are specifically directed NOT to contact any AOC or its 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 contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the vendor's proposal.

**I. Evaluation Process**

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



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

**J. Protest Procedure**

1. General

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

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 RFP Attachment 1 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.

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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

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 contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a

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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 Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) business days of the issuance 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 Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

(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

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of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

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

**K. 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.

**L. Payment**

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

**M. 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 contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

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3. The AOC will make a reasonable effort to execute any contract based on this solicitation document within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
4. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.
5. Upon award of the agreement, the agreement shall be signed by the vendor(s) in two (2) original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form, but prior to end of June if award is at fiscal year-end. 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.

**N. Failure to Execute the 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).

**O. 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.

**P. 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.

*END OF ATTACHMENT 1*

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**EXHIBIT A**  
**STANDARD PROVISIONS**

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such

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manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part. Additionally, this Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Administrative Office of the Courts and the Office of Traffic Safety. Any assignment must be in the form of a written Amendment.

5. Time of Essence

Time is of the essence in Contractor's performance of Work.

6. Validity of Alterations

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

7. Consideration

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

*END OF STANDARD PROVISIONS EXHIBIT*

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**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. Definitions

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

- A. “**After Hours**” means outside the hours of 8:00 am to 6:00 pm PST on weekdays and anytime during the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “**Contractor**” means the individual, association, partnership, firm, company, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, digital photos, and other documentation.



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- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure Event”** means a delay which impacts the timely performance of Work for which neither, the Contractor nor the State, are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Force Majeure Events do not include nonperformance or failures of Sub-contractors, but do include although are not limited to the following:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Services”** refers to all activity relative to this Agreement including activity of the Contractor, its Sub-contractors, the State, and the State’s representatives.
- N. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement.
- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**

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- P. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- Q. “**Sub-Contractor**” means an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Sub-Contractor of any tier for the performance of any part of the Agreement. When the State refers to Sub-Contractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Sub-Contractor” includes, at every level and/or tier, all sub-contractors, sub-consultants, suppliers, and materialmen.
- R. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- S. “**To Be Determined**” or “**TBD**” are those items that are not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the State and incorporated into the Agreement via Amendment(s).
- T. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 27, Agreement Term(s) and Options to Renew.
- U. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Sub-Contractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- V. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

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

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3. Agreement Administration/Communication

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

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

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

*TBD*

4. Termination Other Than for Cause

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

5. State's Obligation Subject to Availability of Funds

- A. The State's obligations under this Agreement are subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:

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- i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
      - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
  - C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
- 6. Stop Work
  - A. The State may, at any time, by written Notice, as a Stop Work Order, to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
    - i. Cancel the Stop Work Order; or
    - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
  - B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if:
    - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
    - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

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- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under this Exhibit, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

7. Subcontracting

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

8. Contractor's Personnel--Replacement

- A. The State reserves the right to disapprove the continuing assignment of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills, acceptable to the Project Manager.
- B. If any of the Contractor's personnel identified within the Agreement become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the Project Manager.
- C. If any of the Contractor's personnel identified within the Agreement become unavailable and the Contractor cannot furnish a substitute acceptable to the Project Manager, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

9. Confidentiality

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

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

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

10. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the State of residency.
  - ii. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
  - iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage; \$2,000,000.00 aggregate.
  - iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and

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Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
  
- D. Other Insurance Provisions. The General Liability and Automobile Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
  - i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
  
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
  
- F. Sub-Contractor Providers. The Contractor shall include any Sub-contractor Providers as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Sub-Contractor Provider. Insurance coverages provided by Sub-Contractors Providers as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
  
- G. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
  
- H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen

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(15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7<sup>th</sup> Floor, San Francisco, CA 94102-3688.

11. Continued Provision of the Work

- A. If a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered, or delayed by any Force Majeure Event, such party shall use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. To the extent a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered, or delayed by a Force Majeure Event and such non-performance, hindrance, or delay could not have been reasonably prevented, then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and such party continues to use its best efforts to recommence performance pursuant to the foregoing sentence. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.
- B. If a Force Majeure Event continues to prevent, hinder, or delay performance of any of the Work for more than thirty (30) Days, the State may terminate this Agreement, in whole or in part, as of a date specified by the State in a termination Notice to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any Force Majeure Event.
- C. A non-performing party shall be obligated to mitigate the impact of its non-performance notwithstanding the Force Majeure Event.
- D. Whenever a Force Majeure Event causes the Contractor to allocate leveraged resources between or among the Contractor's customers, the State and the Work shall receive at least the same priority as they received immediately prior to the Force Majeure Event and no other customer of the Contractor shall receive higher priority in respect of such leveraged resources.

12. Accounting System Requirement

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



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13. Changes and Amendments

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

14. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

15. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

16. Limitation on Publication

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

17. Limitation on State's Liability

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

18. Conflict of Interest

A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with

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the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

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

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

19. Covenant Against Gratuities

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

20. National Labor Relations Board

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

21. Drug-Free Workplace

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

22. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Sub-Contractor shall not unlawfully discriminate against any employee or applicant for employment

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**MINIMUM CONTRACT TERMS**

because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Sub-Contractor shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Sub-Contractor Providers interact in the performance of this Agreement. The Contractor and its Sub-Contractor shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Sub-Contractor shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

23. Americans with Disabilities Act

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

24. Licenses, Approvals, Permits and Authorizations Required by Applicable Law

The Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws for the performance of the Work. The Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations. The Contractor shall be responsible for any fines and penalties arising from its noncompliance with any applicable law, to the extent such noncompliance was not caused by the AOC.

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**MINIMUM CONTRACT TERMS**

25. Public Contract Code References

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

26. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

27. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Work of the Agreement shall commence **July 1, 2009** and the Agreement shall expire **September 30, 2010** ("**Initial Term**"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- C. The parties agree that the State may elect to extend the Agreement up to two (2) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
  - i. **October 1, 2010- September 30, 2011** ("**First Option Term**").
  - ii. **October 1, 2011- June 30, 2012** ("**Second Option Term**").
- D. In the event the State elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State's Standard Agreement form.

28. California Law

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

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**ATTACHMENT 2**  
**MINIMUM CONTRACT TERMS**

29. Severability

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

30. Waiver

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

31. Signature Authority

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

32. Survival

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

33. Entire Agreement

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

*END OF SPECIAL PROVISIONS EXHIBIT*

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**ATTACHMENT 2**  
**MINIMUM CONTRACT TERMS**

**EXHIBIT C**  
**PAYMENT PROVISIONS**

1. Contract Amount

- A. As further set forth in this Exhibit, the total amount the State may reimburse the Contractor for performing the Work of the Agreement shall be the actual cost not to exceed the Contract Amount.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's price does not (i) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.
- C. Unless otherwise specifically stated, the Contractor shall provide and pay for materials, labor, tools, equipment, parts, water, light, power, transportation, supervision and temporary construction, if any, and other services and facilities of any nature necessary to complete and deliver the Work to be Performed hereunder.

2. Compensation for Contract Work

*TBD*

3. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any unallowable operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

5. Taxes

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

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**ATTACHMENT 2**  
**MINIMUM CONTRACT TERMS**

6. Method of Payment

- A. The Contractor shall submit an invoice for Work provided, as set forth in Exhibit D, Work to be Performed, no more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
  - ii. An unique invoice number;
  - iii. The Contractor's name and address;
  - iv. The Contractor's taxpayer identification number;
  - v. A description of the completed Contract Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
  - vi. The applicable dates, times, and unit measurements for Work provided;
  - vii. The contractual charges, including the appropriate price, rate, fee, cost, or expenses, if allowable under this Contract;
  - viii. The appropriate receipts for reimbursement of allowable expenses;
  - ix. The DVBE dollars expended, as applicable; and
  - x. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California  
Administrative Office of the Courts  
c/o Center for Judicial Education & Research  
Attention: **TBD**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Disallowance

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

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**ATTACHMENT 2**  
**MINIMUM CONTRACT TERMS**

8. Payment Does Not Imply Work Is Accurate

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

9. Most Favorable Price

The Contractor agrees that no other customer will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of business from such other customers is equal to or less than the volume of business the State delivers under this Agreement.

*END OF PAYMENT PROVISIONS EXHIBIT*



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**MINIMUM CONTRACT TERMS**

**EXHIBIT D**  
**WORK TO BE PERFORMED**

*TBD*

*END OF WORK TO BE PERFORMED EXHIBIT*

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 3**  
**VENDOR'S ACCEPTANCE OF THE RFP'S MINIMUM CONTRACT TERMS**

Mark the Appropriate Choice, below:

\_\_\_\_\_ Vendor accepts Attachment 2, Contract Terms, without exception.

OR

\_\_\_\_\_ Vendor proposes exceptions/modifications to Attachment 2, Contract Terms. Summarize any and all exceptions to Attachment 2, Contract Terms, below. Enclose both a red-lined version of Attachment 2, Contract Terms, that clearly shows each proposed exception/modification, and provide written documentation to substantiate each proposed exception/modification.

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

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

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

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

**ATTACHMENT 4**  
**PAYEE DATA RECORD**

*Insert Payee Data Record (STD-204) Here*

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 5**  
**DVBE PARTICIPATION FORM**

Proposer 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 SERVICE PROVIDER**

Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value: \_\_\_\_\_ DVBE \$ \_\_\_\_\_

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

**RFP NUMBER: CJER-AVSDI-08-CT**  
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**DVBE PARTICIPATION FORM**

**SUBCONTACTORS/SUBSERVICE PROVIDER/PROPOSERS/SUPPLIERS**

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

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

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

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

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

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

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

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

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

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 5**  
**DVBE PARTICIPATION FORM**

**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>

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 5**  
**DVBE PARTICIPATION FORM**

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

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

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

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

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

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 5**  
**DVBE PARTICIPATION FORM**

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

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

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this 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 Contracts:

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

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

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



**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 6**  
**PRICING FORM**

1. Introduction

- A. The proposer must submit pricing, using this form, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded. The proposer is to provide a cost proposal which encompasses all pricing, including the applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide the State with the work.
- B. Propose pricing for the anticipated Initial Term (7/1/2009 through 6/30/2010) and each Option Terms. Option Terms are set forth in Section 2.2 of the RFP.
- C. In the event any option Term is exercised under this Agreement, the unit prices applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The unit prices as incorporated in Exhibit C may be renegotiated by the parties for each subsequent consecutive Term, provided such negotiated unit prices or fees do not increase more than three percent (3%) from the unit prices or fees established for the Work of the previous Term.

2. Pricing for Maintenance and Repair Services

Propose a fixed unit price per hour, below, for the services identified.

<b>Proposed Rate Description</b>	<b>Standard Business Hours</b>	<b>Non-Standards Hours</b>	<b>Travel Fees</b>	<b>Emergency Assistance- Up to 4 Hours</b>	<b>Minimum T&amp;M Allotment</b>	<b>Response Provided</b>
Preventative Maintenance						Pre-Scheduled Event
Field Service Labor						Within 48 hours
Depot Service Labor						Within 48 hours
Emergency Field Service Labor						Same Day
Emergency Depot Service Labor						Same Day
Training Consulting						Pre-Scheduled Event

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**ATTACHMENT 6**  
**PRICING FORM**

3. Pricing for Cancellation Fees

Propose a fixed unit price, below, for cancellation fees.

<i>Policy</i>	<i>Fee</i>
Cancellation of a scheduled or non-scheduled event less than 12 hours prior to the event's start.	
Cancellation of a scheduled or non-scheduled event 12-24 hours prior to the event's start.	
Cancellation of a scheduled or non-scheduled less than 12 hours prior to the event's start.	
Costs incurred to Third Party vendors, if applicable.	

4. Pricing for Miscellaneous Costs

Propose a fixed unit price per item, below, for miscellaneous costs and services.

Repair parts replacement (covered equipment)	
Replacement lamps (based on manufacturer current list price)	
Rental Supplement for loaner support (non stock)	
Engineering programmer (Control program new coded)	

*END OF PRICING FORM*

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 7**  
**EQUIPMENT LIST**

*Insert Equipment List Here*

**RFP NUMBER: CJER-AVSDI-08-CT**  
**ATTACHMENT 8**  
**VENDOR'S ACCEPTANCE OF EQUIPMENT LIST**

Mark the Appropriate Choice, below:

\_\_\_\_\_ Vendor accepts Attachment 7, Equipment List, without exception.

OR

\_\_\_\_\_ Vendor proposes exceptions to the Equipment List set forth in Attachment 7. Vendor **MUST** specifically identify each piece of equipment (by AOC location and specific equipment, including part or model number and serial number) which vendor proposes to not maintain or repair under the resulting contract to this RFP:

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

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

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

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