



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: November 8, 2007

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Brief Description of Project: Research, design, and conduct an evaluation of a statewide implementation of Real DUI Court in Schools Project program models and companion curriculum.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (RFP), as posted at www.courtinfo.ca.gov/reference/rfp.

Project Title: California Real DUI Court in Schools Project Evaluation

RFP Number: CFCC-071108-RB

PROPOSAL DUE DATE: 1:00 p.m., December 14, 2007—See section 1.5 for additional key dates

SUBMISSION OF PROPOSALS: Proposals must be delivered to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP #CFCC-071108-RB
455 Golden Gate Avenue, Seventh Floor
San Francisco, CA 94102

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California announces the availability of grant funds from the California Office of Traffic Safety (OTS) to conduct an evaluation of a driving under the influence (DUI) prevention initiative called the Real DUI Court in Schools Project. The Real DUI Court in Schools Project consists of three programs: the Real DUI Court in Schools Sentencing Program, the Real DUI Court in Schools Trial Program, and the Courage to Live Program. The project is a collaborative effort among the Administrative Office of the Courts (AOC), California superior courts, and local middle and high schools to implement and expand variations of these programs statewide. The evaluation will measure the outcomes of three basic program models and provide an overall assessment of the project.

Teens are at much greater risk of being involved in risky driver behavior, including a DUI-related motor vehicle crash, than older drivers. Altering the attitudes of teen drivers is fundamental to changing their behavior. Conducting live young adult DUI trials and sentencing and providing the Courage to Live Program in California middle and high schools provides students with the opportunity to see up-close the consequences of DUI offenses for individual drivers, crash victims, and their communities.

This RFP solicits proposals to evaluate the effectiveness of the Real DUI Court in Schools Project. It is anticipated that approximately 10 superior courts will participate with a minimum requirement of producing two program events, totaling at least 20 live events. A broadcast version may also be viewed twice throughout the grant period. Broadcast audience size is unknown but will be available through a formal registration process. Methods of evaluation must include presurveys, postsurveys, and stakeholder interviews. At this time, \$50,000 has been allocated for the evaluation with the possibility of increasing the amount to \$75,000.

1.2 Background on Requesting Agency

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

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

1.3 Background on Real DUI Court in Schools Project

In fall 2006, the Judicial Council of California/Administrative Office of the Courts received a grant from the California Office of Traffic Safety to implement the Real DUI Court in Schools Project. Three project program models are being made available to California superior courts for development and implementation:

- **Real DUI Court in Schools Sentencing Program**

This model combines a real DUI sentencing hearing with the judicial outreach and education model described below to emphasize to students the short- and long-term consequences of driving under the influence. The sentencing portion is held in a courtroom set up at the school site where actual DUI cases involving young adults are adjudicated. This provides realistic information to better help students form opinions of driving under the influence. In addition to a question and answer period at the conclusion of the sentencing portion, the judicial officer addresses the students directly, highlighting the consequences of driving under the influence.

- **Real DUI Court in Schools Trial Program**

This model involves a full, live, young adult DUI trial. An actual courtroom is set up at a middle school or high school, complete with judicial officer, bailiff, defendant, attorneys, witnesses, a "jury" made up of students, and other appropriate court staff. At the completion of the trial, students are allowed to ask questions of everyone present regarding the case. Judicial officers have an opportunity to engage the students and speak to them personally about the consequences of driving under the influence.

- **Courage to Live Program**

This judicial outreach and education model is run and facilitated by a superior court judge and includes appropriate court staff and guest speakers. Emphasis is placed on the lively presentation of information and materials specific to teen driving and driving under the influence of alcohol or drugs. Various multimedia tools, including PowerPoint presentations, are used to communicate to students the effects of alcohol on the body and to aid in effective interactive learning.

Dynamic speakers bring real-life courtroom experiences to teach teens about the potentially tragic consequences of driving under the influence.

The AOC is currently seeking applications for California superior courts interested in implementing one or a combination of these models. Through a statewide competitive RFP process to receive mini-grants, the AOC will identify and contract with up to 10 superior courts to deliver the Real DUI Court in Schools Project.

A companion “How to Implement Your Program” manual and project curriculum, developed by AOC program staff and the Real DUI Court in Schools Working Group, is projected to be available to the grantees in November 2007. The curriculum will include training for judicial officers and appropriate court staff, teacher lesson plans, and instructions on how to develop and implement variations of such programs.

1.4 DUI Background Information

Teens are at much greater risk of being involved in a DUI-related motor vehicle crash than older drivers (National Center for Injury Prevention and Control, 2005) and are much more likely to run red lights, speed, make illegal turns, and not wear seatbelts (National Center for Injury Prevention and Control, 2005). The prevalence of teens driving under the influence is staggering. In 2002 and 2003, more than 4 million persons aged 16 to 20 reported driving while under the influence of either alcohol or illicit drugs in the past year. Twenty-one percent of young people aged 16 to 20 reported driving while under the influence of either alcohol or illicit drugs in the past year (2002 and 2003 data from U.S. Substance Abuse and Mental Health Services Administration, National Survey on Drug Use and Health Report, December 31, 2004).

Young drivers are particularly susceptible to being killed in a DUI-related motor vehicle crash. A recent survey by the Office of Applied Studies, U.S. Substance Abuse and Mental Health Services Administration, indicates that motor vehicle crashes were the leading cause of death among young persons aged 16 to 20 in 2002. In fact, 29 percent of juvenile drivers who were killed in motor vehicle crashes in 2002 had been drinking alcohol.

Efforts to decrease the number of adolescents involved in DUI incidents, such as anti-drunk driving campaigns, have been initiated over the years, yet growing evidence indicates that educational campaigns alone are not sufficient. A report by the National Commission Against Drunk Driving suggests that existing anti-drunk driving campaigns have not dramatically altered juvenile behavior. Another

report by the National Highway Traffic Safety Administration asserts that young drivers are least responsive to arguments against drunk driving.

While it is clear that these previous efforts have not translated into significant changes in attitude and behavior on the part of teen drivers, there are programs that have proven to be effective in this arena. Altering the attitudes of teen drivers is fundamental to changing their behavior. To achieve this objective, a robust, multifaceted approach to solving the problem of driving under the influence is required. Live young adult DUI court proceedings and the Courage to Live Program in middle and high schools in California and nationally reflect such efforts.

1.5 Procurement Schedule and General Instructions

- 1.5.1. The AOC has developed the following list of key events, running from RFP issuance through notice of contract award. All key dates are subject to change at the discretion of the AOC.

EVENT	Key Dates
Issue RFP	11-08-07
Deadline for Proposal Requests for Clarifications or Modifications	11-25-07
AOC Posts Clarification/Modification Response (estimated)	11-30-07
Proposal Due Date and Time	12-14-07 1 p.m.
Evaluation of Proposals and interviews if AOC deems necessary (estimated)	12-14-07 through 12-28-07
Negotiations (estimated)	12-28-07 through 1-3-08
Notice of Intent to Award (estimated)	1-3-08
Execution of Contract (estimated)	1-18-08

- 1.5.2. The RFP and any addenda that may be issued will be available on the following Web site:

www.courtinfo.ca.gov/reference/rfp (California Courts Web site)

1.5.3. Proposal Submittal Address:

Nadine McFadden
RFP# CFCC-071108-RB
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, Seventh Floor
San Francisco, CA 94102-3660

1.6 Request for Clarifications or Modifications

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

Solicitations mailbox: solicitations@jud.ca.gov

1.6.2 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified in section 1.5.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

1.6.3 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 the 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.

1.6.4 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.

1.6.5 If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that 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.

2.0 PURPOSE OF THIS RFP

- 2.1 The AOC seeks the services of a consultant/research firm of high professional repute with expertise in evaluating substance abuse or other public health-related educational programs for students. The respondent chosen will evaluate the three project program models and the overall project and its effect on student attitudes and knowledge of DUI. In addition, the evaluator will make recommendations to improve the project and identify the best practices from each program model.
- 2.2 The evaluator will assess the project and program models through methods such as pre- and post-tests, key stakeholder interviews, and focus groups for the following:
 - 2.2.1 Change in student knowledge of the dangers of drugs, alcohol, driving, and DUI;
 - 2.2.2 Change in student comprehension of the judicial system and court proceedings regarding DUI offenses;
 - 2.2.3 Change in student attitudes toward drugs, alcohol, driving, and DUI;
 - 2.2.4 Identification of barriers to successful program model implementation and strategies to overcome them; and
 - 2.2.5 Identification of best practices for delivering program models and project curriculum components.
- 2.3 Respondents must demonstrate the qualifications listed below:
 - 2.3.1 Ability to create and conduct an evaluation plan with AOC project staff, participating California superior court program staff, and middle and high school educators. This evaluation plan must include key research questions and an effective strategy to evaluate the three project program models and the overall project;
 - 2.3.2 Ability to analyze qualitative and quantitative information collected from project program surveys, stakeholder interviews, quarterly statistical progress reports, and other relevant methods;

- 2.3.3 Ability to develop a plan to survey students who receive the program through broadcasts;
- 2.3.4 Experience with evaluating prevention programs and curricula;
- 2.3.5 Experience working with middle and high school students, educators, and program managers; and
- 2.3.6 Experience in recommending best practices to enhance project program models and project curriculum.

3.0 SCOPE OF SERVICES

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

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

- 3.1. Deliverables/services are expected to be performed by the consultant between January 2008 and August 2008.
 - 3.1.1 *By February 15, 2008*—Development of an evaluation plan design for the California Real DUI Court in Schools Project. The AOC will provide superior court program grant applications, education curriculum program development materials, and other available DUI curriculum program development information to the evaluator for background information and guidance in the research and evaluation design. Consultant accomplishments must include (but not be limited to):
 - An evaluation plan, including a sampling methodology of the participants (i.e., judges, students, parents, and teachers);
 - An evaluation strategy for project program models;
 - Collaborative protocols and procedures with the participating superior court staff, AOC project staff, project program coordinators, and school educators as necessary; and

- Recommendations for implementing guidelines on the protection of human subjects.

3.1.2 *January 2008 through July 2008*—Consultant accomplishments must include (but not be limited to) the implementation of an evaluation plan of the project program models and companion curriculum and project timeline that includes:

- Correspondence with the participating superior court staff, AOC project staff, project program coordinators, and school educators as necessary;
- Assistance for project stakeholders to identify specific and measurable project goals that the program must track on an ongoing basis. Example of a measurable goal may include assessment of the level of participant knowledge and attitude change between project program model entrance and completion or training of implementation courts to facilitate data collection, tracking of attendance, and evaluation;
- Development of pre- and post-tests to gauge student change in knowledge and attitudes of drugs, alcohol, and DUI; and
- User-satisfactory interviews/surveys of facilitators to assess user-friendliness of the “how to” manual and curriculum, barriers to implementation, and best practices for delivering components of the program.

3.1.3 *By April 2008*—Consultant shall submit in writing an interim progress report and draft of an executive summary that documents the evaluation activities and findings to date. The consultant’s written materials must be delivered in print format and consistent with *AOC Style Guide* and *California Style Manual* standards for internal and external written communications.

3.1.4 *By August 31, 2008*—Consultant shall submit a final draft report that includes project program model recommendations and best practices, an executive summary, and final drafts of all supplemental materials.

The final report must include (but not be limited to) the following:

- Summary of evaluation process;
- Recommended best practices for program implementation and delivery;
- Recommended strategies to overcome identified barriers of the program; and

- Summary of findings/data from the participating programs.

3.2 Deliverables and Project Costs Reimbursement Schedule

Table 1 shows the estimated timeline for completion of project deliverables and the tentative schedule for receipt of invoices for project costs for successfully completing deliverables. Travel costs for project mentor peer court site visits can be submitted on a frequent basis for timely reimbursement.

Table 1: Project Timeline

Deliverables	D	J	F	M	A	M	J	J	A	S
	E	A	E	A	P	A	U	U	U	E
	C	N	B	R	R	Y	N	L	G	P
Curriculum Evaluation (October 2007—August 2008)	X	X	X	X	X	X	X	X	X	X
3.1.1 Development of evaluation plan/design		X	X							
AOC Receipt of invoice for completion of 3.1.1		X								
3.1.2 Implementation of evaluation plan/design		X	X	X	X	X	X	X		
AOC Receipt of invoice for completion of 3.1.2				X			X		X	
3.1.3 Interim progress report					X					
AOC Receipt of invoice for completion of 3.1.3						X				
3.1.4 Final Evaluation Report								X	X	
AOC Receipt of invoice for completion of 3.1.4										X

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following bidding information shall be included in the proposal:

- 4.1 Company name, address, telephone and fax numbers, and social security number or federal tax identification number.
- 4.2 One (1) original and five (5) duplicate hard copies of the proposal signed by an authorized representative of the company or service provider, including name, title, address, and telephone number of one individual who is the responder’s designated representative.
 - 4.2.1 In addition to the six hard copies mentioned above, an electronic version of the proposal on CD is required.
- 4.3 Resumes describing the background and experience of key staff, as well as each individual’s ability and experience in conducting the proposed activities.

- 4.4 Names, addresses, and telephone numbers of a minimum of five clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant.
- 4.5 List of existing time commitments on other professional consulting contracts occurring within the January 2008 –August 2008 time frame.
- 4.6 Attachment D—Vendor’s Acceptance of the RFP’s Contract Terms. Proposals must either indicate acceptance of contract terms, as set forth in Attachment A—Contract Terms, or clearly identify exceptions to the contract terms, as set forth in this Attachment D.
- 4.7 Attachment E—Payee Data Record Form. The AOC is required to obtain and keep on file a completed Payee Data Record Form for each vendor before 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 E.

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

- 4.8 Responsive proposals must provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis must be placed on conformity to the state’s instructions, the requirements of this RFP, and completeness and clarity of content.

Proposed evaluation design necessary to address project objectives.

- 4.9 Evaluation methods to complete the project (information necessary to evaluate proposal). Please indicate which proposed evaluation methods are contingent on the potential additional funding of \$25,000.
- 4.10 Two parts to the cost proposal: Part one must be based on a contract amount of \$50,000.00 and part two, based on an additional amount of \$25,000. Cost proposals must be submitted using the forms specified in Attachment C.
- 4.11 Sample interview questions developed for previous qualitative interviews.
- 4.12 Sample survey questions developed for previous quantitative studies.
- 4.13 Sample data collection tools developed for previous projects.

5.0 COST PROPOSAL

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

The total amount from any resulting contract shall not exceed \$50,000 for part one, and if additional funding becomes available, \$25,000 for part two, including personnel, materials, computer support, travel, lodging, per diem, overhead rates, and other cost recovery for services rendered. The method of payment to the consultant will be by cost reimbursement.

6.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Administrative Office of the Courts or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

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

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

1. Quality of work plan submitted;
2. Ability to meet timing requirements to complete the project.
3. Experience on similar assignments;
4. Credentials of staff to be assigned to the project; and
5. Reasonableness of cost projections.

8.0 ADDITIONAL REQUIREMENTS

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

9.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

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

Incorporated in this RFP, and attached as Attachment B, is a document titled “Administrative Rules Governing Requests for Proposals.” Consultants must follow these rules in preparing their proposals.

10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts’ policy is to follow the intent of the California Public Records Act (PRA). If a vendor’s proposal contains material noted or marked as confidential and/or proprietary that, in the AOC’s sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed under a request for public documents. But 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 whether its confidential or proprietary material meets the disclosure exemption requirements of the PRA, it should not include such information in its proposal.

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part. 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 this Agreement.

6. Validity of Alterations

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

7. Consideration

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

END OF EXHIBIT A

**EXHIBIT B
SPECIAL PROVISIONS**

1. Definitions

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

- A. “**Administrative Director**” refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (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. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. “**California Peer Court DUI Intervention and Prevention Strategies Program**” or “**Program**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives, pertaining to promoting innovation in collaborative justice courts, as further set forth in Exhibit D, Work to be Performed, development of

a statewide DUI prevention and intervention curriculum aimed at educating juveniles about the dangers of drinking and driving under the influence.

- E. **“Community Based Organization”** or **“CBO”** are not “top down” agencies but evolve over time from mutual interest or need at the community level. CBO’s may also be known as public interest groups, community service groups, injury prevention advocacy groups, and grassroots groups.
- F. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- G. 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.”**
- H. **“Contract Amount”** means the total amount of the Grant encumbered under this Agreement for any reimbursement by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- I. The **“Court”** or **“Contractor”** refers to the Superior Court of the State of California identified on the fully executed State Standard Agreement as contracting with the State.
- J. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- K. **“Day”** means calendar day, unless otherwise specified.
- L. **“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.
- M. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such

delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:

- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- N. **“Grant”** means the amount available for funding the Program for the 2007-2008 Appropriation Year, pursuant to the California Office of Traffic Safety Grant Agreement #AL0717 to conduct live DUI court proceedings, sentencing and the “Courage to Live” program in California middle and high schools.
- O. **“Grantee”** refers to a recipient of the Grant.
- P. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- Q. **“National Highway Traffic Safety Administration”** or **“NHTSA”** means the federal awarding agency funding the Grant to the AOC through OTS.
- R. **“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.
- S. **“Office of Traffic Safety”** or **“OTS”** means the state of California agency funding the Grant to the Contractor through the AOC.
- T. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The AOC is funding the Grant to the Contractor via this Agreement.
- U. **“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.”**

- V. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, and materialmen.
- W. **“Subgrantee”** refers to a subrecipient of Grant/subgrant funds via a sub-tiered award by the Grantee.
- X. **“Suspend Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this Exhibit B.
- Y. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- Z. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- AA. **“Work”** or **“Work to be Performed”** 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 Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the 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, upon written Notice to the Contractor, terminate this Agreement in whole or in part. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount appropriated. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

5. Suspend Work

- A. The State may, at any time by written Notice as a Suspend 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 Suspend Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend 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 Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) days after a Suspend 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 Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.

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

6. Deficient Performance

Should the State find the Contractor or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Contractor shall submit a proposed corrective action plan to the State. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) Days after notification of the deficiencies. Should the Contractor fail to present a corrective action plan as required or take appropriate corrective action, the State shall notify the Contractor in writing that this Agreement is terminated, in whole or in part.

7. Agreement Administration/Communication

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

Judicial Council of California
Administrative Office of the Courts
Michael Roosevelt, Senior Court Services Analyst
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

TBD

8. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

9. Acceptance of the Work

- A. The Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for reimbursement, the Program Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time.
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Program Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Program Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 of Exhibit F, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the Program Manager shall submit to the Contractor a written rejection using Attachment 1, Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- E. If the Program Manager requests further change, the Contractor shall meet with the Program Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Program Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Program 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.

11. Antitrust Claims

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code sections set out below.

- A. The Government Code chapter on antitrust claims contains the following definitions:

- i. “Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of § 16750 of the Business and Professions Code.
 - ii. “Public purchasing body” means the state or the subdivision or agency making a public purchase. (Reference: GC § 4550)
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 USC 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, § 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC § 4552)
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Reference: GC § 4553)
 - D. Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (i) the assignee has not been injured thereby, or (ii) the assignee declines to file a court action for the cause of action. ((Reference: GC § 4554)
- 12. Consultant Contracts
 - A. Competition. No Grantee shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three (3) competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC §§ 10372 and 10373)
 - B. Progress schedule. Grantees entering into a contractual agreement for consultant services totaling one thousand USD (\$1,000.00) or more shall

include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371)

- C. Progress payments. Grantees may provide for progress payments to consultants for work performed or costs incurred in the performance of the contract. Not less than 10 percent (10%) of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10379)
- D. Reimbursement. A fully executed copy of the consultant contract or subcontract and questionnaire shall be submitted to AOC for inclusion in the official project file prior to request for reimbursement.

13. Solicitation

No employee of the applicant agency, the Contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

14. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, No Assignment, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations, when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.
- B. Contract Provisions. Agencies generally have their own standard contract format and language; therefore OTS does not dictate a standard format. While OTS does not require a specific format, within the context of the agency format, each contract must contain:
 - i. Contract Number.
 - ii. Identification of the parties.
 - iii. Purpose of the contract expressed in a short paragraph.
 - iv. Term for the performance or completion of the contract (specific start and

- end dates).
 - v. Cost. The contract must clearly express the *maximum amount to be paid* and *the basis on which payment is to be made*. Enough information must be present to be able to associate specific costs with services, tasks, or other deliverables in order to assess reasonableness of costs. Cost reimbursement contracts must include budgets and budget narratives that clearly define authorized costs and how they relate to the services provided.
 - vi. Scope. The work, service, or product to be performed, rendered, or provided. Clear and concise language must be used to describe the scope. The scope of work, or statement of work, should be specific and not be expressed in broad terms. Work to be performed should be broken down into specific tasks and each task should have a corresponding completion date.
 - vii. Subcontracting provisions. Any subcontracts are subject to audit, by the OTS or their designated representative. The same general terms, conditions, and certifications listed in Office of Traffic Safety, Grant Program Manual, Volume II, Exhibit 6-A that apply to grantees also shall apply to subcontractors and should be incorporated by reference in the contract.
 - viii. Reporting requirements. Specify reporting requirements including content, due dates, format, distribution, etc.
 - ix. Other general or unique terms and conditions of the agreement. According to 49 CFR 18.36(i) and National Highway Traffic Safety Administration (NHTSA) prescribed certifications and assurances, each contract shall include the provisions listed in Office of Traffic Safety, Grant Program Manual, Volume II, Exhibit 6-A. These provisions shall be referenced in the body of the contract and by reference made a part thereto.
 - x. Signature, printed name, and title of a person representing each party who is authorized to bind that party.
- C. Memorandum of Understanding (“MOU”). A MOU is an agreement document between local governments for the purpose of completing an OTS project of mutual interest. MOU’s are acceptable if implemented for AVOID or similar programs that reimburse specific personnel services and utilize existing personnel. At minimum the MOU must include:
- i. Contract number or date of initiation.
 - ii. Identification of both agencies.
 - iii. Avoid or similar program reference.
 - iv. Term for the performance or completion of the contract (specific start and end dates).
 - v. Cost. The MOU must clearly express the *maximum amount to be paid*, estimated level of personnel, and the salary/overtime and benefit rates for each.

- vi. Service. The work or service to be performed, including specific activity periods if known.
- vii. Reporting requirements. Specify reporting requirements if not being performed by the applicant agency.
- viii. Signature, printed name, and title of a person representing each agency who is authorized to bind that agency.

D. Contract Management Responsibility. The applicant agency is responsible for the management of all contracts issued using OTS funds and must:

- i. Ensure contractor's compliance with contract provisions.
- ii. Ensure services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- iii. Ensure that all work is completed and accepted by the agency before the contract expires.
- iv. Assess and request amendments, renewals, or new contracts as required allowing sufficient time to process, and execute such changes before the contract expires to prevent a lapse in service.
- v. Ensure that contracts are amended subsequent to any project agreement revision that affects the contract terms.
- vi. Review and approve invoices for payment ensuring payments are made in accordance with contract terms, costs are budgeted and allowable, and work has been performed.
- vii. Monitor contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- viii. Verify all requirements of the contract are fulfilled before submitting the final invoice.

E. The Contractor shall provide the Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, lease/rental agreements or any other Program related agreements, as requested.

15. Debarred and Suspended Parties

Grantee, Subgrantee, Contractor, and Subcontractor must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

16. Non-Duplication of Grant-Funded Expenditures

The Contractor certifies that neither the Contractor nor any Subcontractor has any ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Contractor agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded

expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

17. No Supplantation

The Contractor certifies in good faith that, by signing this Agreement, no supplantation of nonfederal, state, or county funds will occur with Grant funds. Grant funds may not be used to supplant or replace already allocated funding for salaries of any current Contractor staff (including judges, district attorneys, public defenders, drug court coordinators, probation officers, treatment personnel or clerical staff). Funds provided pursuant to this Grant may only be used for pay for new or expanded services for which no funds have been previously identified.

18. Program Income

Program/Contract activities that generate revenues as a result of NHTSA-OTS-AOC funding must be reported to AOC. Written notification of the source and amount of such income must be made to AOC at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be utilized to further the objectives of the Program or reduce current Program costs. Records shall be held for a period of three (3) years after the final reimbursement and close of the Program/Contract. (Reference (41 CFR 105-71.125 and Office of Traffic Safety, Grant Program Manual, Volume II, Chapter 1).

19. Accounting System Requirement

- A. The Contractor shall establish and maintain an adequate system of accounting, financial records and internal controls to accurately account for funds received and disbursed in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual. The accounting system and financial records must reflect total Program cost, including State funds and any other fund sources included under this Agreement.
- B. The Contractor and Subcontractors will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 Code of Federal Regulations (CFR) 18.20.

20. Close Out Procedures

- A. Close out is the process by which the Program Manager determines that all applicable administrative and financial actions are completed by the Contractor.
- B. The final statistical report shall detail how the funds expended under this Agreement were utilized in reaching the goals set forth in Exhibit D, Work to be Performed. It shall also include a summary of all expenses incurred to date if not already reported.

21. 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 adequately protect such Data against fire or other damage. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

22. Right to Audit

- A. The Contractor shall permit all Data and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
- i. The Administrative Office of the Courts;
 - ii. The California Office of Traffic Safety;
 - iii. The National Highway Traffic Safety Administration; and
 - iv. Any state or federal government auditing agency.
- B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

23. Single Audit Act Certification

The OTS is the agency responsible for administering California's federal highway safety funds on behalf of the Governor. Federal funds are provided for this Program by the United States Department of Transportation. This program is listed in the Catalog of Federal Domestic Assistance (CFDA) as "State and Community Highway Safety 20.600." The records and supportive documentation for all completed projects are subject to an on-site audit and OTS reserves the right to inspect and review during normal working hours the work product of any independent auditor in support of their audit. The Grantee certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. 7501 et. seq.), as amended, which requires the following:

- A. State or local governments that receive five hundred thousand USD (\$500,000.00) or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
- B. State or local governments that receive less than five hundred thousand USD (\$500,000.00) a year shall be exempt from compliance with the Act and other federal audit requirements.

- C. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 “Audits of States, Local Governments and Non-Profit Organizations”.
- D. The State Controller’s Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Grantee agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or Grant cancellation.

24. Audit Compliance

The Contractor shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by AOC Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to AOC Internal Audit.

25. Lobbying and Byrd Anti-Lobbying Amendment

- A. Funds awarded to the Contractor shall not be used, indirectly or directly, to influence Executive Orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.
- B. Contractors who apply or bid for an award of one hundred thousand USD (\$100,000.00) or more shall file the required certification, per 31 USC 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26. Political Activities

- A. The Contractor shall not contribute or make available Grant funds, Program personnel, or equipment awarded by the Agreement to any political party or association, or the campaign of any candidate for public or party office. The Contractor shall not use funds awarded to the Contractor in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Contractor and employees of the Contractor shall not intentionally identify the State with

any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

- B. All individuals employed by a state or local agency whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency, including grants from the California Office of Traffic Safety, have been made aware of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; §§ 1501 through 1508 (the Hatch Act). This statute does not include individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization.

27. Confidentiality

All financial, statistical, personnel, technical, and other Confidential Information relating to the State's operation that are designated confidential by the State and are disclosed to the Contractor shall be protected by the Contractor from unauthorized use and disclosure.

28. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State. The State review shall be completed within thirty (30) days of submission to the Program Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

29. Rights to Inventions Made Under Grant-Funded Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Copyrights

- A. The federal and state awarding agencies reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, in accordance with 41 CFR 105-71.134:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

31. Intangible Property

- A. The recipient (e.g. Grantee, Subgrantee, Contractor, or Subcontractor) may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The Judicial Council of California, Administrative Office of the Courts; California Office of Traffic Safety; and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- B. Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.”
- C. The federal government has the right to:
 - i. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - ii. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- D. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(A)(4)(a)).

- i. The following definitions apply for purposes of the preceding paragraph of this section:
 - (a) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - (I) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (II) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
 - (b) Published is defined as either when:
 - (I) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (II) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (c) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

E. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of OMB Circular A-110, paragraph 34(g).

32. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State or the federal government, as applicable. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

33. Credits and Disclaimers

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

"This project is a part of the California Traffic Safety Program and was made possible through the support of the Judicial Council of California, Administration Office of the Courts; California Office of Traffic Safety; Business, Transportation and Housing Agency; State of California; and the National Highway Traffic Safety Administration. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Judicial Council of California, Administration Office of the Courts; California Office of Traffic Safety; Business, Transportation and Housing Agency; State of California; or the National Highway Traffic Safety Administration."

34. Logos

The OTS, Business, Transportation and Housing Agency, and California energy and AOC logos will appear on all promotional materials where appropriate and practical. Contact the Program Manager for appropriate computer disk copies of the logos.

35. Disclosure Requirements

- A. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by nonemployees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by nonemployees of the agency exceeds five thousand USD (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- B. When multiple documents or written reports are the subject or product of the contract, the total contract amount may represent compensation for multiple documents or written reports. (Reference GC § 7550)

36. Insurance Requirements

The Contractor shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below in accordance with Trial Court Financial Policies and Procedures No. FIN 7.01:

- A. Subcontractors providing services to the Contractor shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Contractor as an additional insured. The Contractor must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Contractor, prior to the beginning of any Work.

- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Contractor. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
- i. Workers Compensation and Employer’s Liability.
 - ii. Commercial General Liability including property damage and bodily injury.
 - iii. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
 - iv. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

37. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, §§ 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the produce meets the required recycled product percentage as defined in the Public Contract Code, §§ 12161 and 12200. The Contractor may certify that the product contains zero recycled content. (Reference: PCC § 10233, § 10308.5, § 10354)

38. Clean Air Act and the Federal Water Pollution Control Act, as Amended

Contracts and subgrants of amounts in excess of one hundred thousand USD (\$100,000.00) shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

39. Drug-Free Workplace

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

40. 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 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.

41. Priority Hiring Considerations

- A. For contracts in excess of two hundred thousand USD (\$200,000.00), the Contractor, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the Contract to qualified recipients of aid under Chapter 2 (commencing with § 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with § 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.
- B. This section and Article 3.9 (commencing with § 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a project as defined in § 10105. Section 10105 defines a project as “...the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b).”
- C. This section and Article 3.9 (commencing with § 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:
- i. Interfere with or create a violation of the terms of valid collective bargaining agreements.
 - ii. Require a contractor to hire an unqualified recipient of aid.
 - iii. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
 - iv. Interfere with, or create a violation of, the requirements of § 12990 of the Government Code.

42. 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.

43. Nondiscrimination Clause

- A. State requirements: During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status, and denial of family care leave. Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), 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 hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Federal requirements: In addition to State non-discrimination requirements, Grantee, Subgrantee, Contractor, and Subcontractor will comply with all federal statutes and implementing regulations relating to nondiscrimination. Federal nondiscrimination statutes include but are not limited to:
- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin and 49 CFR Part 21;
 - ii. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps; Americans with Disabilities Act of 1990 42 USC §§ 12101 *et seq.* and implementing regulations, relating to nondiscrimination on the basis of disability, 29 CFR Parts 160, 1602 (Title I, EEOC), 28 CFR Part 35 (Title II, Department of Justice) 49 CFR Parts 27, 37, 38 (Title II, III, Department of Transportation) 28 CFR Part 36 (Title III, Department of Justice), 47

- CFR §§ 64.601 *et seq.* (Title IV, FCC), and 49 CFR Part 27;
- iv. the Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107, which prohibits discrimination on the basis of age;
 - v. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - vi. the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91- 616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism;
 - vii. Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of house;
 - ix. any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - x. the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform Work under the Agreement.

44. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (Reference: OMB Circular A-110, Appendix A—reference applies to Clauses 31 through 37)

45. Child Support Compliance Act

For any agreement in excess of one hundred thousand USD (\$100,000.00), the Contractor acknowledges in accordance with, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and

- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

46. Convict / Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this Contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

47. Disadvantaged Business Enterprise/Small Business Affirmative Steps

- A. Grantee, Subgrantee, Contractor, or Subcontractor will take all necessary affirmative steps to assure that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR § 26.5, and labor surplus area firms are used when possible.
- B. Affirmative steps shall include (Reference: 49 CFR 18):
 - i. Placing qualified DBEs and small businesses on solicitation lists.
 - ii. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

48. Federal Laws and Standards

- A. The following contain the federal laws and standards that must be adhered to when procuring goods or services for OTS projects, as applicable:
 - i. Title 41 CFR, Part 105-71, Uniform Administrative Requirements for Grants and Cooperative Agreements (available at web site <http://www.access.gpo.gov/>);
 - ii. Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements;
 - iii. Title 49 CFR, Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations;
 - iv. Title 49 CFR, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs;

- v. Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions (OMB circulars are available at website <http://www.whitehouse.gov/omb>);
- vi. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
- vii. Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government, A Guide for State, Local and Indian Tribal Governments, Implementation Guide for OMB Circular A-87 (available at website <http://www.hhs.gov/grantsnet/state/ft.html>);
- viii. OMB Circular A-122, Cost Principles for Non-profit Organizations; and
- ix. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

49. California Law

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

50. California Code References

References to the Public Contract Code (PCC), Government Code (GC), or California Code of Regulations (CCR) are provided for Contract's convenience only and shall not imply that either the PCC, GC, or CCR 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.

51. 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.

52. 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.

53. Signature Authority

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

54. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Grantee, Subgrantee, Contractor, or Subcontractor may not commence performance until such approval has been obtained.

55. Disputes

The Contractor shall continue with the responsibilities under this Agreement during any dispute.

56. 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.

57. 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 officer of the State.

END OF EXHIBIT B

EXHIBIT C
PAYMENT PROVISIONS

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and for allowable expenses, shall not exceed the Contract Amount of \$ TBD , as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's proposal and 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.

2. Payment for Contract Work

- A. For performing the Work of this Agreement, the State shall pay the Contractor the firm fixed amount for each task, not to exceed \$ TBD for all tasks, which does not include allowable expenses, as addressed in this Exhibit’s provision 4, Compensation for Allowable Expenses, below.
- B. The State will make payments to the Contractor, upon the Contractor’s completion and the State’s Acceptance of all the Deliverables of each task, as further set forth in Exhibit D, Work to be Performed:

Table 1: Firm Fixed Amounts by Task

Task Number	Task Description	Amount
	<u>TBD</u>	D

- C. With the exception of certain expenses, in accordance with this Exhibit’s provision 3, Compensation for Allowable Expenses, below, each payment set forth in Table 1, above, shall be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for providing the Work for the State.
- D. The Contractor shall not charge nor shall the State pay any overtime rate.
- E. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

3. Compensation for Allowable Expenses

- A. The State will reimburse the Contractor for allowable expenses, as set forth in this provision. These expenses are not included in the firm fixed price amount set forth in provision 2, Payment for Contract Work.
- B. The State shall reimburse the Contractor for allowable administrative and operating expenses, as follows:
 - i. The State shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, provided that the Project Manager approves them. These expenses may include communication, clerical assistance, graphics, production, duplicating, and reasonable costs.

- ii. The cost of overnight or courier mail service is ineligible for reimbursement under the Highway Traffic Safety Program.
 - iii. The total actual amount which the State may reimburse the Contractor for allowable administrative and operating expenses, pursuant to this provision, shall not exceed \$ TBD.
- C. The State shall reimburse the Contractor for allowable transportation, meals, and lodging expenses, as follows:
- i. The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.
 - ii. The Contractor shall submit a written travel plan to the Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
 - iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
 - iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for reasonable actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day, plus tax and energy surcharge, when applicable, or \$140.00 per Day, plus tax and energy surcharge, when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.
 - v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to \$0.485 (forty eight and one-half cents) per mile.
 - vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
 - vii. The total actual amount which the State may reimburse the Contractor for allowable transportation, meals, and lodging expenses, pursuant to this provision, shall not exceed \$ TBD.
- D. The total amount which the State may reimburse the Contractor for allowable expenses, as set forth in this provision, shall not exceed \$ TBD.

4. 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, markups, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

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

6. 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 Subcontractor'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.

7. Method of Payment

- A. The Contractor shall submit an invoice for Work provided, upon completion and Acceptance of each task, and approval of allowable expenses, in accordance with the provisions of this Agreement. The Contractor may bill for Work completed and the State will make payments upon Acceptance of the Work, in accordance with Table 1 of this Exhibit; however, in no event shall the Contractor bill the State 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. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. The taxpayer identification (Contractor's social security number);
 - v. A description of the completed Work, including services rendered, Task(s) performed, Deliverable(s) made, and/or expenses incurred, as appropriate;
 - vi. The dates Work was performed or expenses were incurred;

- vii. The contractual charges, including the appropriate pricing allowable under this Contract; and,
- viii. 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 Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

D. Invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

8. Payment Does Not Imply Acceptance of Work

The granting of any progress payment by the State as provided in this Agreement 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. Deadline for Final Invoice

In order to comply with the requirements of the Grant, the State requires that Work must be completed and the Contractor's final invoice must be received by AOC's Accounts Payable no later than September 15, 2008.

10. 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.

END OF EXHIBIT C

**EXHIBIT D
WORK TO BE PERFORMED**

1. Scope of Work

The Contractor shall complete the tasks by the due set forth in Table 1 below:

Table 1: Description of Tasks and Due Dates

Task Number	Task Description	Due Date
	<u>TBD</u>	

2. Progress Reports

The Contractor shall submit progress reports to the Project Manager, as required, describing Work performed, Work status, Work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices.

- A. The Contractor shall submit to the Project Manager monthly progress reports in writing. Each progress report will provide the Contractor and the State with an evaluation of Project progress performing the Work set forth in Exhibit D, Work to be Performed.
- B. Each progress report shall include, but is not limited to, the following sections:
 - i. Narrative summary: This section shall be a thorough statement of the Project activities and progress during the previous month. It should include a discussion of any problems encountered, and any proposed changes to the Work set forth in Exhibit D, Work to be Performed necessitated by these problems.
 - ii. Schedule status: This section shall state whether the Project is progressing according to the schedule in Exhibit D, Work to be Performed. If delays have been experienced, the section shall include a discussion of how the Project will be brought back on schedule or any necessary revision to the schedule.
 - iii. Activities planned for next period: This section shall include a discussion of the accomplishments anticipated in the next period. When appropriate, this section shall include a discussion of difficulties expected in the next period and methods proposed for dealing with these difficulties.

3. Contractor's Responsibilities

- A. The Contractor's Project Manager will have the following responsibilities under this Contract:
- i. Responsible for the end results and for day-to-day Project management;
 - ii. Serves as the Contractor's primary contact;
 - iii. Works closely with AOC Project Manager;
 - iv. Provides on-going status reports to AOC management;
 - v. Manages, prepares, and refines the Contract's end results;
 - vi. Proactively assists with resolution of issues with any aspect of the Work;
 - vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
 - viii. Works with Project Manager to manage and coordinate work and knowledge transfer; and
 - ix. Responsible for management of Project budget within constraints of Work requirements.

4. AOC Responsibilities

- B. The State's Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

END OF EXHIBIT D

**EXHIBIT E
CONTRACTOR'S KEY PERSONNEL'S RESUMES**

ATTACH KEY PERSONNEL RESUME'S HERE

END OF EXHIBIT

**EXHIBIT F
FORMS**

Attached to this Exhibit are the following forms:

Form

Title

Attachment 1

Acceptance and Sign-off Form

END OF EXHIBIT F

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor: _____

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT F ATTACHMENT I

**EXHIBIT G
CERTIFICATIONS AND ASSURANCES**

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 8103). (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- C. Every employee who works on a proposed agreement will:
 - i. Receive a copy of the company’s drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company’s statement as a condition of employment on the agreement.

- D. Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both and Grantee, Subgrantee, Contractor, or Subcontractor may be ineligible for award of any future state agreements if the Office of Traffic Safety or the National Highway Traffic Safety Administration determines that any of the following has occurred: (1) the Grantee, Subgrantee, Contractor, or Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 *et seq.*) (The Drug-Free Workplace Act of 1988 49 CFR Part 29 Subpart F)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Grantee, Subgrantee, Contractor, or Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Grantee, Subgrantee, Contractor, or Subcontractor within the immediately preceding two-year period because of contractor’s failure to comply with an order of a federal court which orders Grantee, Subgrantee, Contractor, or Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. CONFLICT OF INTEREST

Grantee, Subgrantee, Contractor, or Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Grantee, Subgrantee, Contractor, or Subcontractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

- A. Current State Employees (PCC 10410)
 - i. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

- ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- B. Former State Employees (PCC 10411)
 - i. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - ii. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.
- C. If Grantee, Subgrantee, Contractor, or Subcontractor violates any provisions of above paragraphs, such action by Grantee, Subgrantee, Contractor, or Subcontractor shall render this agreement void. (PCC 10420)
- D. Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

5. LABOR CODE/WORKERS' COMPENSATION

Grantee, Subgrantee, Contractor, or Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and Grantee, Subgrantee, Contractor, or Subcontractor affirms to comply with such provisions before commencing the performance of the work of the agreement. (Labor Code Section 3700)

6. AMERICANS WITH DISABILITIES ACT

Grantee, Subgrantee, Contractor, or Subcontractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

7. CONTRACTOR NAME CHANGE

An Amendment is required to change the Grantee's, Subgrantee's, Contractor's, or Subcontractor's name as listed on the agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

- A. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. "Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

9. RESOLUTION

Upon request, a county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

10. AIR OR WATER POLLUTION VIOLATION

Under the state laws, the Grantee, Subgrantee, Contractor, or Subcontractor shall not be: (A) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (B) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

11. CERTIFICATION REGARDING NON-DUPLICATION OF GRANT FUNDING

The certifying applicant has no ongoing or completed projects under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety project. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety project will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

12. CERTIFICATION REGARDING FEDERAL LOBBYING

- A. Certification for grants, subgrants, contracts, subcontracts, and cooperative agreements. Signatories to this agreement certify to the best of their knowledge and belief that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the above signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the above signed shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. Signatories to this Agreement shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, contracts, and subcontracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. CERTIFICATION REGARDING STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with National Highway Traffic Safety Administration funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- A. Per 49 CFR 29, the prospective lower tier participant certifies, by submission of proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to the proposal.

15. ENVIRONMENTAL IMPACT

Signatories to this Agreement hereby declare that no significant environmental impact will result from implementing this Project or service. If, under a future Amendment, this Project or service will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, the Office of Traffic Safety has certified to the National Highway Traffic Safety Administration that it is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 *et seq.*). (Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR 1500 *et seq.*)

16. ENERGY EFFICIENCY

It is understood the certifying applicant will purchase only energy efficient equipment, whenever possible and appropriate.

17. LIMITED ENGLISH PROFICIENCY (LEP)

The certifying applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

END OF EXHIBIT G

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

1.0 General

- 1.1 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.
- 1.2 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.

2.0 Proposal Submission

- 2.1 Provide an original and five (5) printed copies of the proposal, signed by an authorized representative of the vendor, and including name, title, address, and telephone number of one individual who is the vendor's designated representative.
- 2.2 Provide one set of the proposal in its entirety on a compact disk (CD) labeled with vendor name and RFP number.
- 2.3 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the due date and time that are marked properly will be securely kept, unopened until the due date and time. Proposals received after the due date and time will not be considered.
- 2.4 The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the due date and time, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 2.5 Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.

- 2.6 Submittal of proposals addressed to anyone other than the person named in Submission of Proposals on the cover sheet of this RFP may result in the rejection of proposal as being non-responsive.

3.0 Communications with AOC Regarding the RFP

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 Request for Proposals (solicitations@jud.ca.gov), for any communications with the AOC regarding the RFP. Vendors must include the RFP Number in subject line of any communication.

4.0 Questions Regarding the RFP

- 4.1 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 Solicitation 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.
- 4.2 Vendors interested in responding to the solicitation may submit questions via email to the Solicitation 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/>).

5.0 Errors in the RFP

- 5.1 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 Solicitation 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/>)

- 5.2 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 agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

6.0 Addenda

- 6.1 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 <http://www.courtinfo.ca.gov/reference/rfp/>. It is each vendor's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 6.2 If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP (solicitations@jud.ca.gov), no later than one (1) day following issuance of the addendum.

7.0 Withdrawal and resubmission/modification of proposals

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.

8.0 Errors in the Proposal

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

9.0 Rights to Reject or Award Proposals

- 9.1 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.
- 9.2 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 (1) copy of a submitted proposal will be retained for official files and becomes a public record.
- 9.3 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.

10.0 Evaluation process

- 10.1 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- 10.2 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.
- 10.3 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.
- 10.4 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.

- 10.5 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.

11.0 Protest procedure

11.1 General

Failure of a vendor to comply with the protest procedures set forth in this Section J, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

11.2 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 Attachment 1 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

11.3 After Notice of Intent to Award/Not to Award

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 competitive cost/pricing; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

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

11.4 Form of Protest

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.

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.

11.5 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.

11.6 Determination of Protest Submitted After Submission of Proposal

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

11.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. 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.

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.

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.

11.8 Protest Remedies

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

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

12.0 Disposition of materials

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.

13.0 Payment

13.1 Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

13.2 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.

14.0 Award and Execution of Agreement

- 14.1 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.
- 14.2 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/pricing.
- 14.3 The AOC will make a reasonable effort to execute any contract based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
- 14.4 A vendor submitting a proposal must be prepared to use the attached Contract Terms rather than its own contract form.
- 14.5 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 or prior to end of June if award is to encumber funds prior to 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.

15.0 Failure to Execute the Agreement

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).

16.0 Decision

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, must be addressed to Solicitations Mailbox (solicitations@jud.ca.gov).

17.0 News releases

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

Pricing Form #1, Pricing Recap - Proposal

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

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

Pricing Form #2, Pricing Recap - Labor

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

Deliverables	Deliverable Due Date / Completion Date	Total Hours	Amount
3.1.1. Development of an evaluation plan/design for the California Real DUI Court in Schools Project	February 15, 2008		
3.1.2. Consultant accomplishments must include (but not be limited to) the implementation of an evaluation plan of the project program models, companion curriculum and project timeline	July 31, 2008		
3.1.3. An interim progress report and draft of an executive summary that documents the evaluation activities and findings to date	April 30, 2008		

Deliverables	Deliverable Due Date / Completion Date	Total Hours	Amount
3.1.4. A final draft report that includes project program model recommendations and best practices, an executive summary, and final drafts of all supplemental materials	August 31, 2008		
Total Not To Exceed Amount For Labor – All Deliverables			

Pricing Form #3, Pricing Details - Labor

Instructions: 1) Use the format below for each deliverable item that corresponds with the deliverable items and descriptions in Pricing Form #2 above. 2) Provide the name(s) of the person(s) providing the work, number of hours each person will work on the deliverable, each person’s hourly rate, the extended amount for each person. 3) Transfer the Subtotal Hours and Amount from each deliverable item to Pricing Form #2 above.

Deliverable	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.1.1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 3.1.1				
3.1.2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 3.1.2				

Deliverable	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
3.1.3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 3.1.3				
3.1.4	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 3.1.4				

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

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

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

Pricing Form #5, Pricing Details – Travel Expenses

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

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

ATTACHMENT D
VENDOR'S ACCEPTANCE OF THE RFP'S CONTRACT TERMS

Mark the Appropriate Choice, below:

_____ Vendor accepts Attachment A - Contract Terms, without exception.

or

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT E
PAYEE DATA RECORD FORM

Please download Attachment E from the same location where this RFP was posted.