



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL PROPOSERS

FROM: Administrative Office of the Courts (AOC)
Administrative Services Unit

DATE: ~~May 26, 2006~~ June 14, 2006

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
FROM STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES (DGS)-APPROVED TRAVEL AGENCIES TO SELECT A TRAVEL AGENCY TO WORK WITH THE AOC IN ARRANGING JUDICIAL BRANCH TRAVEL

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

Project Title: Travel Agency Services

RFP Number: ASU-050106-Rev1

SOLICITATIONS MAILBOX: solicitations@jud.ca.gov

DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS: Deadline for submittal of questions pertaining to solicitation document is:
1:00 p.m. on ~~June 7, 2006~~ June 30, 2006.

SUBMISSION OF PROPOSAL: Proposals are to be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP No. ASU-050106-Rev1
455 Golden Gate Avenue
San Francisco, CA 94102

PROPOSAL DUE DATE & TIME: Proposals must be received by: **1:00 p.m. on ~~June 26, 2006~~ August 1, 2006.**

1.0 GENERAL INFORMATION

1.1 Background

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

1.2 The Conference Services group of the AOC's Administrative Services Unit is tasked with maintaining a welcoming environment at the headquarters of the judicial branch of government, and ensuring professional, timely, cost-effective, and efficient event, meeting, and travel services.

1.3 On June 7, 2006, the State of California, Department of General Services ("DGS") announced that DGS-approved travel agencies would no longer have access to Southwest Airlines' Ycal fares via direct link, and that Ycal fares would only be accepted by Southwest Airlines via their SWABIZ link. DGS further stated that all DGS-approved travel agencies would be deactivated as of June 30, 2006 from having access to Southwest Airlines fares for the executive branch of the California state government, and that each department of each state agency would be responsible for making and reconciling their own Southwest Airlines travel.

1.4 While the DGS announcement may constitute a major change in travel policy for the executive branch, be advised that DGS's announcement does not apply to the judicial branch of the California state government, including the Judicial Council of California, and the Administrative Office of the Courts. The travel agency selected to be a service provider as a result of this RFP will be expected to be trained on and book travel via the SWABIZ reservation system on behalf of the AOC for judicial branch travel on Southwest Airlines.

2.0 RFP'S PURPOSE AND ATTACHMENTS

2.1 The AOC seeks proposals from State of California, Department of General Services ("DGS")-approved travel agencies in order to select a travel agency to work with the AOC in arranging judicial branch travel. This RFP is the means for prospective service providers to submit their qualifications to the AOC and request selection as a service provider.

2.2 Included as part of this RFP are the following attachments:

- 2.2.1 Attachment A, Administrative Rules Governing Request for Proposals. Proposers shall follow the rules, set forth in Attachment A, in preparation of their proposals. See Section 11.0 of this RFP.
- 2.2.2 Attachment B, Contract Terms. The contract with the awarded travel agency 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 B. See Section 12.0 of this RFP.
- 2.2.3 Attachment C, Vendor's Acceptance of the RFP's Contract Terms. Proposers must either indicate acceptance of Contract Terms, as set forth in Attachment B, or clearly identify exceptions to these Contract Terms. If exceptions are proposed, then proposer must also submit (i) a red-lined version of Attachment B, that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed. See Section 12.0 of this RFP.
- 2.2.4 Attachment D, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record Form, set forth as Attachment D. See Section 13.0 of this RFP.
- 2.2.5 Attachment E, DVBE Participation Form. Proposers must demonstrate either (i) DVBE compliance with minimum participation goals, or (ii) written evidence of a "good faith effort" explaining why compliance with DVBE goals cannot be achieved. DVBE Participation goals are further explained under Section 14.0 of this RFP.

3.0 SERVICE REQUIREMENTS

- 3.1. Services are expected to be performed by the selected travel agency between **September 25, 2006** **December 1, 2006** and **June 30, 2007** with three (3) one-year option terms to extend the agreement. These option terms are defined as follows:

First Option Term:	From July 1, 2007 to June 30, 2008
Second Option Term:	From July 1, 2008 to June 30, 2009
Third Option Term:	From July 1, 2009 to June 30, 2010

The decision to exercise an Option Term will be at the AOC's sole discretion only.

- 3.2. Specifics of Judicial Branch Travel:

- 28 Judicial Council members
- 600 Judicial Council Advisory Committee and Task Force members
- 1200 conference attendees and faculty members
- 100 Supreme Court and Court of Appeal justices and staff
- 300 AOC staff

3.3 Travel budget:

- In Fiscal Year 03/04 (July 1, 2003-June 30, 2004) the AOC spent approximately \$1,046,000.00 on Judicial Branch air travel, and \$3,600.00 on rental car costs.
- In Fiscal Year 04/05 (July 1, 2004-June 30, 2005) the AOC spent approximately \$1,199,000.00 on Judicial Branch air travel, and \$9,600.00 on rental car costs.
- To date, in Fiscal Year 05/06 (July 1, 2005-March 1, 2006) the AOC has spent approximately \$950,000.00 on Judicial Branch air travel, and \$6,200.00 on rental car costs.

3.4 Specific Travel Data for Fiscal Year 05/06:

3.4.1 Air Travel:

- Avg. # of tickets p/month: Approximately 465
- Avg. ticket cost: Approximately \$234
- Top five city pairs:
 - (1) BUR/OAK/BUR
 - (2) BUR/SFO/BUR
 - (3) SMF/SAN/SMF
 - (4) SMF/BUR/SMF
 - (5) LAX/SFO/LAX

3.4.2 Car Rental:

- Avg. # of rentals p/month: 73

3.4.3 Hotel:

- Avg. # of reservations p/month: 75 @ State Government rate ranging from \$84-\$140 depending on city.

*Not included in these figures are considerable costs associated with hotel expenses incurred in conjunction with conference planning. The AOC may consider proposals from travel agencies capable of arranging these additional activities as a backup to the AOC's Conference Services group.

3.5 Expected Increase in Travel:

- The judicial branch travel volume has experienced a steady increase year after year, since 1996. Based on historical data and current staffing trends, the judicial branch air travel needs will likely increase by approximately 10 to 15 percent per year for the Initial Term and each year of the Option Terms.

3.6 Travel Destinations:

- Most judicial branch travel takes place within California, however, judicial business occasionally requires officers and employees to travel outside of the state.

3.7 State Travel Requirements:

- State and AOC policy requires that judicial business travelers travel by the **least expensive means (Ycal or lower)**, taking convenience and comfort into account. State-negotiated airline, hotel and car rental rates **must be used unless** unavailable or other rates are less expensive. Coach airfares and economy or compact model cars are generally required. Travelers are expected to use complimentary shuttle services or airport buses when available and convenient.

3.8 Business Travel Account:

- In order to gain access to Ycal rates, the State uses an American Express charge account and Southwest Airlines' "SWABIZ" reservation system. As the State's travel account provider, American Express establishes centrally billed Business Travel Accounts (BTA's) for all State air charges. A BTA is designed to consolidate a state agency's airline charges into one centrally billed, cardless account controlled by the state agency and the state agency's travel agency.

3.9 AOC Preferences:

The AOC will favorably consider proposal responses from travel agencies capable of providing the following:

- Based on historical volume of air travel business, submit two possible fee restructures.

Option A would be based on a per air travel transaction fee (Acceptance of reservations via phone, website, e-mail and fax; with one flat transaction fee regardless of communication method.)

Option B would be based on a predetermined, monthly, flat service fee.

- Willingness to be trained on and book travel via the SWABIZ reservation system on behalf of the AOC for judicial branch travel on Southwest Airlines.
- Complimentary, customer-accessible, password protected, on-line reporting capability, with the ability to create custom reports, and accompanied by training and/or training manual.
- 24 hour service at no additional fee.
- On-line reservation method, with customizable form for capture of required data (i.e. 16 digit travel codes, employee/traveler title.)
- Transient hotel bookings (at government rates) with no transaction fee.
- Monthly statements submitted in customizable format, no later than five days after close of month.
- Rental car bookings (within State policy) with no transaction fee.
- Training of agents on required use of “Justice”, “Judge”, and “Commissioner” titles (when this data is available via profile and/or submitted travel request) in all phone and written correspondence.

4.0 MINIMUM REQUIREMENTS

- 4.1 Proposals will only be accepted from travel agencies that meet the minimum qualifications of being a DGS-approved travel agency, as evidenced by being included in the listing of DGS-approved travel agencies contained on the DGS website at the following web address: <http://www.ofa.dgs.ca.gov/Travel+Programs/TravelAgencies.htm>.
- 4.2 Only those proposals that meet the foregoing minimum qualifications will be considered for full evaluation and possible contract award. **Proposals received from vendors that do not meet these minimum requirements will not be evaluated.**

5.0 EVALUATION OF PROPOSALS

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

- a. Demonstrated ability to provide exceptional customer service;
- b. Pricing;
- c. Ability to access Ycal rates, as well as the ability to work with all airlines (this includes making air reservations on Southwest Airlines using the AOC’s SWABIZ account);
- d. Customer accessed, timely, customizable & report management;
- e. Positive business references;
- f. Flexible, timely and customizable monthly statements;

- g. Demonstrated security protocols;
- h. Extended hours of operation/after-hours assistance; and,
- i. Multiple & flexible reservation acceptance methods (including customizable web-based forms).

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL

If you are interested in providing travel services to the judicial branch, please submit a copy of your written response to the following questions, signed by an authorized representative of the company. The following information shall be included as the technical portion of the proposal:

- 5.1 Name, address, telephone and fax numbers, and federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- 5.2 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 5.3 Describe key staff's knowledge of the requirements necessary to complete this project.
- 5.4 Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant.
- 5.5 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.
- 5.6 Overall plan with time estimates for completion of all work required.
- 5.7 Method to provide the services:
 - 5.7.1 Please describe the services you will provide. Please be specific.
 - 5.7.2 What resources are you willing to devote to this account? i.e., A designated team: including Agents, Account Manager, accounting contact? VIP desk to handle approximately 50 individuals? Training of Agents in required use of professional titles listed above?
 - 5.7.3 Do you use passenger profiles? If so, please attach a sample.

- 5.7.4 What reservations system do you use? What (if any) airlines do you have direct computer connections with? Please specifically address how reservations are made with United and Southwest Airlines whether you are willing to be trained on and book travel via the SWABIZ reservation system on behalf of the AOC for judicial branch travel on Southwest Airlines.
- 5.7.5 How would your company be organized to handle judicial branch travel? Is support available after hours? If so, in what form and at what cost (if any?) Would hotel reservation and rental car reservation requests be handled with no additional fee? Please indicate how this account would rank in size and priority to your other accounts.
- 5.7.6 Are you able to submit the two possible fee structures requested above under “AOC Preferences”? Are you able to bill either the monthly flat fee, or the per air transaction fees on an invoice separate from the monthly American Express bill?
- 5.7.7 Please describe your security protocols as they relate to personal information, credit card information, and itineraries.
- 5.7.8 What management reports can you produce and at what intervals? Do you have web-based, customer-accessible, password protected, reporting capability, with the ability to create custom reports? Please attach a sample management report.
- 5.7.9 Please describe your proposed operating procedures in terms of itineraries and ticketing. How long after the initial reservation request is received, will itineraries be sent out. When are reservations ticketed? Are you adverse to ticketing no more than 48 hours out from travel?
- 5.7.10 Describe any experience your company has with providing services to local, state and federal public agencies using government fares.
- 5.7.11 What automations systems do you use for airline reservations quality control and accounting? Describe your capabilities for handling credit card reconciliations, and for maintaining historical data on past travel. Does your travel agency do its own accounting or is it outsourced?
- 5.7.12 How would you integrate our travel policies into your reservations systems? Please describe your system and commitment to obtaining the lowest fares and keeping up with daily rate changes?
- 5.7.13 What negotiated rates do you have that would benefit the judicial branch?
- 5.7.14 Do you have: (describe and explain)

- A toll-free number for incoming reservations?
- A 24 hour toll-free emergency number, or other means of providing emergency service?
- Employee/Agent-specific e-mail access for receiving travel and/or customer service requests?
- A website with customizable reservation form for capture of required data (i.e. 16 digit travel codes, frequent flyer member numbers, employee/traveler title.) If so, please provide url.

5.7.15 **Hypothetical Reservation:**

In order to provide a sample of how you would normally handle travel arrangements, please suggest possible schedules and airfares, as well as options for ground transportation and hotel accommodations for Judge Jones. He must travel to Woodland Hills, California on June 12, 2006 for an all-day meeting beginning at 9:30am. On June 14, 2006, he is scheduled for a lunch conference in Newport Beach, and dinner on the Queen Mary. On June 15, 2006, he has a 10am meeting in Century City that should end at 5pm., at which time he wishes to return to the Bay Area. He prefers to leave from San Francisco, but can leave from Oakland if necessary. Please submit an itinerary.

5.8 In summary, why should the AOC have your agency arrange judicial branch travel?

6.0 FEE PROPOSAL

Travel agencies submitting proposals shall provide their proposed fee schedule for the Initial Term, and for each of the defined Option Terms, as a separate document with their proposal. It is expected that all travel agencies responding to this RFP will offer the travel agency's government or comparable favorable rates. Further, it is also expected that travel agencies will include in their proposed fee schedule the travel agency's proposed fee(s) for booking Southwest Airlines travel via the AOC's SWABIZ account.

7.0 SUBMISSION OF PROPOSALS

7.1 Provide an original and five (5) hardcopies of the proposal signed by an authorized representative of the travel agency, including name, title, address, and telephone number of one individual who is the responder's designated representative.

7.2 Provide one (1) electronic copy of the entire proposal in MS Word compatible format (NOT copy-protected) by submitting it on either a CD-ROM or DVD along with the original and hardcopies of the proposal required per subparagraph 7.1, above.

- 7.3 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP.
- 7.4 Proposals must be received by the individual listed in the Submission of Proposals section of the coversheet to this RFP no later than the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 7.4 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 Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Proposal Due Date & Time. Proposals received after the Proposal Due Date & Time will not be considered.
- 7.5 The proposer is solely responsible for ensuring that the full and complete proposal is received by the AOC in accordance with the solicitation requirements prior to the Proposal Due Date & 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.
- 7.6 **Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

8.0 RIGHTS

- 8.1 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.
- 8.2 It is the AOC's intention to award a single contract for all services anticipated in this RFP, however, the AOC, at the AOC's sole discretion, reserves the right to award multiple contracts for these services if it is in the best interest of the AOC to do so.
- 8.3 This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 8.4 The State does not guarantee that an agency will receive a specific volume of work, a specific total contract amount, or a specific order value under any agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of orders the State may issue under an agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

9.0 CONTACT WITH THE AOC

- 9.1 Vendors are specifically directed NOT to contact any AOC personnel or its 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 personnel or its consultants may be cause for rejection of the vendor's proposal.

- 9.2 All vendor communications with the AOC regarding this RFP, including submittal of questions pertaining to these solicitation documents, shall be made through the AOC's Solicitation Mailbox (solicitations@jud.ca.gov). **All email submissions sent to the Solicitations Mailbox MUST contain the RFP number and other appropriate identifying information in the email subject line.** Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

10.0 ADDITIONAL REQUIREMENTS

- 10.1 Prior to proposal submission, it may be necessary to schedule a pre-proposal conference to clarify the requirements of this RFP. If a pre-proposal conference is scheduled, the time, date, and location of the conference will be set forth in a notice posted with the RFP on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>).
- 10.2 After proposal submission, it may be necessary to interview prospective travel agencies to clarify aspects of their submittal. Site visits may also be requested to view travel agent facilities and to meet prospective account representatives. The AOC will notify prospective travel agencies regarding the interview or site visit arrangements.

11.0 ADMINISTRATIVE RULES

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

12.0 PROPOSED CONTRACT TERMS

- 12.1 The contract with the awarded travel agency 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 B, Contract Terms.
- 12.2 As part of your proposal submission, you must sign and submit Attachment C, Vendor's Acceptance of RFP's Contract Terms or Exceptions to Contract Terms and indicate either acceptance of Contract Terms, as set forth in Attachment B, or clearly identify exceptions to these Contract Terms. If exceptions are proposed, then proposer must also submit (i) a red-lined version of Attachment B, that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed to the Contract Terms.

13.0 PAYEE DATA RECORD

- 13.1 The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor it may make payments to prior to entering into a contract with that vendor.
- 13.2 As part of your proposal submission, you must sign and submit a completed and signed Payee Data Record Form, set forth as Attachment D.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

- 14.1 The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Office of Small Business and DVBE Services Internet web site at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- 14.2 Your firm must complete the DVBE Participation Form, included as Attachment E to this RFP, and include the signed form with your Fee Proposal.

15.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

16.0 PROCUREMENT SCHEDULE OF KEY EVENTS AND DATES

- 16.1 The AOC has developed the following list of key event and dates from issuances of the RFP through commencement of contracted services. All key events and dates are subject to change at the AOC's sole discretion.

<i>Key Event No.</i>	<i>Event Description</i>	<i>Key Dates</i>
1	Issue RFP	May 26, 2006
2	Deadline for Proposer Requests for Clarifications or Modifications	June 7, 2006 <u>June 30, 2006</u>
3	AOC Posts Clarification / Modification Response	June 14, 2006 <u>July 16, 2006</u>
4	Proposal Due Date and Time	June 26, 2006 <u>August 1, 2006</u>
5	Preliminary Evaluation of Proposals	June 27 – July 7, 2006 <u>August 2 – 21, 2006</u> (estimated)
6	Notification of Vendors Selected to Make Oral Presentations / Interviews	July 12, 2006 <u>August 23, 2006</u> (estimated)
7	Oral Presentations / Interviews	Week of July 24, 2006 <u>September 11, 2006</u> (estimated)
8	Final Evaluation	August 2, 2006 <u>September 20, 2006</u> (estimated)
9	Notice of Intent to Award	August 4, 2006 <u>September 22, 2006</u> (estimated)
10	Negotiations	October 6 <u>August 14, 2006</u> (estimated)
11	Execution of Contract	August 21 <u>October 13, 2006</u> (estimated)
12	Notice of Contract Award	August 25 <u>October 18, 2006</u> (estimated)
13	Commencement of contracted services	September 25 <u>December 1, 2006</u> (estimated)

- 16.2 The RFP and any addenda that may be issued will be available on the following AOC Courtinfo website: <http://www.courtinfo.ca.gov/reference/rfp/>.

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a travel agency submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the travel agency shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If, prior to the date fixed for submission of proposals, a travel agency submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the travel agency shall propose at its own risk, and if the travel agency is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a travel agency's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the travel agency may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the travel agency 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 travel agency will be notified.

2. Travel agencies interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document to the email address set forth under Submission of Questions section of the coversheet of this RFP (solicitations@jud.ca.gov). If the travel agency is requesting a change, the request must set forth the recommended change and the travel agency's reasons for proposing the change. All questions and requests must be submitted in writing no later than the deadline set forth under Submission of Questions section of the coversheet of this RFP; questions or requests submitted after the due date will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>). If any travel agency determines that an addendum unnecessarily restricts its ability to bid, it must notify the State by sending an email to the email address set forth under Submission of Questions section of the coversheet of this RFP, no later than two days following the posting of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A travel agency 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 travel agency and submitted to the individual and address set forth under Submission of Proposal section of the coversheet of this RFP. The travel agency 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 section listed on the coversheet 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 section listed on the coversheet of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. General

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

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

4. Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

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

7. Appeals Process

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

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

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

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

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

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

L. News releases

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

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a

submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

N. Payment

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

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

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

4. No Assignment

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

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

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

7. Consideration

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

END OF STANDARD PROVISIONS EXHIBIT

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EXHIBIT B SPECIAL PROVISIONS

1. Definitions

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

- A. “**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. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable 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.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**).
- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- P. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When

the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

- Q. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- S. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

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

3. Termination Other Than for Cause

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

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part,

upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Agreement Administration/Communication

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

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

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

_____ (Contractor's contact & address for Notices)

6. Acceptance of the Work

- A. The Project 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 payment, the Project 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 Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project 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 Project Manager requests further change, the Contractor shall meet with the Project 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 State’s Project 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.

7. Ownership of Results

- A. 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. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.
- B. All the passenger profile information the Contractor compiles during the term of this Contract is the property of the State and shall be given to the State within thirty (30) Days of expiration of this Contract. Passenger profile information shall be deemed Confidential Information.

8. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

9. Limitation on State's Liability

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

10. Assignments or Subcontracting

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

11. Contractor's Personnel – Replacement

The State reserves the right to disapprove the continuing assignment of the Contractor's personnel provided to the State under this Contract if in the State's opinion either the performance of the Contractor's personnel is unsatisfactory or continued assignment of any of Contractor's personnel is not in the best interest of the State. The State will notify the Contractor in writing of any unsatisfactory performance, upon which the Contractor shall have the opportunity to address issues cited in writing within two (2) business days.

If in the State's opinion, the Contractor's personnel's performance remains unsatisfactory, then the Contractor shall immediately assign replacement personnel.

12. Changes and Amendments

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

13. Accounting System Requirement

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

14. Retention of Records

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

15. Audit

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

16. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a

“claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.

- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

17. Permits and Licenses

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

18. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

19. 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.

20. Covenant Against Gratuities

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

21. National Labor Relations Board

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

22. Drug-Free Workplace

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

23. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

24. Americans with Disabilities Act

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

25. California Law

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

26. Severability

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

27. Waiver

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

28. Signature Authority

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

29. Survival

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

30. Agreement Term and Options to Renew

A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

B. The Agreement shall be in effect ~~September 25~~December 1, 2006 and it shall expire on **June 30, 2007** ("Initial Term"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.

C. The State, in its sole discretion, has the option to extend the term of the Agreement, on the same terms and conditions applicable during the Initial Term, for up to three (3) consecutive, additional one-year periods defined below:

- i. July 1, 2007 – June 30, 2008 (“**First Option Term**”).
- ii. July 1, 2008 – June 30, 2009 (“**Second Option Term**”).
- iii. July 1, 2009 – June 30, 2010 (“**Third Option Term**”).

D. In the event the State elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State’s Standard Agreement form.

31. Entire Agreement

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

END OF SPECIAL PROVISIONS EXHIBIT

[The remainder of this page left blank intentionally]

EXHIBIT C PAYMENT PROVISIONS

1. Compensation for Contract Work

For performing the Work of this Agreement, the State shall compensate the Contractor as follows:

[TBD]

2. Direct Expenses

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

3. Other Expenses

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

4. 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.

5. Method of Payment

A. For services pertaining to Exhibit D, Work to be Performed, the Contractor will receive its compensation as set forth under paragraph 1, Compensation for Contract Work, above. Contractor shall provide the following monthly reconciliation report:

- i. The Contractor shall submit a reconciliation report, monthly, on Contractor's letterhead, which clearly indicates the following: (a) the Contract number, (b) a unique reconciliation report number, (c) the Contractor's name, address, and federal employer identification number (FEIN), (d) reporting quarter period, (e) traveler name, department charge code/sub-code/billing code, transaction invoice number, airline, transaction ticket number, transaction date, travel date, routing, fare amount, and transaction contact source, (f) identification of air travel commissions generated by the Contractor and by the State Travel Coordinator (g) listing of any hotel, car rental and other

vendor services and commissions, and (h) calculations of transaction fee, and total payment for the period. Reconciliation reports will be submitted no later than the fifth Day of the month following the billing period and approved no later than the tenth Day of that same month, unless the parties agree otherwise.

- ii. The Contractor shall submit one (1) original and two (2) copies of reconciliation reports to:

State of California
Administrative Office of the Courts
Attn: Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- iii. The Contractor may also submit reconciliation reports by e-mail to Project Manager and AOC Accounts Payable contact.

- B. The Contractor is hereby authorized to charge these services rendered to the State's American Express Business Travel Account (BTA). Any disallowed payments will be addressed pursuant to paragraph 3, Disallowance, below.

6. 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 PAYMENT PROVISIONS EXHIBIT

[The remainder of this page left blank intentionally]

EXHIBIT D
WORK TO BE PERFORMED

1. Work Requirements

The Contractor shall provide the following Work:

[TBD]

END OF WORK TO BE PERFORMED EXHIBIT

[The remainder of this page left blank intentionally]

**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 ATTACHMENT

RFP # ASU-050106-Rev1, Travel Agency Services
Attachment C
Vendor's Acceptance of RFP's Contract Terms or
Exceptions to Contract Terms

**RFP # ASU-050106, TRAVEL AGENCY SERVICES
VENDOR'S ACCEPTANCE OF RFP'S CONTRACT TERMS OR EXCEPTIONS TO
CONTRACT TERMS**

Mark the Appropriate Choice, below:

_____ Vendor accepts Attachment B, Contract Terms, without exception.

OR

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

Signature

Printed Name

Title

Date

DVBE PARTICIPATION FORM

Proposer Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

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

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

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