

Request for Proposals
Administrative Office of the Courts

California Trial Courts
Human Resources Assessment and HRMIS Study

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Request for Proposals

California Trial Courts

Human Resources Assessment and HRMIS Study

1.0 GENERAL INFORMATION

The California judicial system consists of a total of 65 courts located throughout the state and includes the state Supreme Court, six Courts of Appeal, and 58 superior courts. Superior courts, also referred to as “trial courts,” are located in each of California’s 58 counties and handle civil and criminal cases covering such court matters as family law, probate, mental health, juvenile law, small claims, and traffic infractions. The policymaking body for the courts is the Judicial Council of California. The Administrative Office of the Courts (AOC) is the staff agency to the council.

Each trial court operates under its own personnel policies and procedures and is a separate, independent employer. The trial courts range in size from very small to very large. For example, one trial court employs four or five employees with five job classifications while another trial court employs 5,400 employees with 150 job classifications. These differences among the trial courts create many variables for human resources systems administration.

1.1 Background

Two recent initiatives have created an unusual and dynamic situation for the trial courts. Prior to the passage of these initiatives, the counties funded the trial courts and provided human resources (HR) services and other administrative support.

In 1997, the California Legislature passed the Lockyer-Isenberg Trial Court Funding Act and established the state’s responsibility for funding each of the 58 separate trial court operations. Despite the changes mandated by the act, the county continued to be the actual employer of trial court employees and handled HR administration and other services.

In 2001, the Trial Court Employment Protection and Governance Act (TCEPGA) provided that each trial court, not the state or the county, is the employer of all trial court employees in the county in which the trial court is located (Gov. Code, § 71615(c)(5)).

As a result, the courts, rather than the counties, became responsible for HR services to their employees. Currently, however, the trial courts are in a transition phase. During this time HR services may be offered to their employees through a variety of methods, including transitional service by the county or contracts with outside vendors or consultants.

Prior to the TCEPGA, the Human Resources Division of the AOC had no direct business relationship with the trial courts. Since the enactment of the TCEPGA, the AOC Human Resources Division now has responsibility for providing human resource consultation and support services to the trial courts.

The HR Assessment Study is necessary to develop a broad statewide perspective of the needs and concerns of the courts and to ensure some measure of consistency. The study also would provide a coordinated and integrated approach to building a statewide judicial branch human resources infrastructure, which would include an HRMIS.

Several statewide trial court studies have been initiated by the AOC. These include trial court benefits, classification/compensation, and payroll services. The data collected during these studies is available and may be a valuable resource for this new study.

2.0 PURPOSE OF THIS RFP

The AOC seeks the services of a consultant with expertise in HR administration and systems to perform a comprehensive HR assessment of each of the 58 California trial courts. Public sector experience is preferred.

The AOC's purpose in initiating this study is twofold: 1) to acquire a thorough and comprehensive assessment of the HR systems and functions of the trial courts, and 2) to acquire the necessary preliminary information for developing an appropriate HRMIS solution and other tools for the trial courts.

The goal is to obtain the information needed to develop a well structured, balanced, and realistic plan for building a statewide judicial branch HRMIS and HR infrastructure for the trial courts. The proposed solution(s) would support the courts' day-to-day operations, increase the courts' operating efficiency, meet individual court requirements, and provide standardization for maintaining and reporting human resources data.

3.0 SCOPE OF SERVICES

The project scope for the assessment study involves a thorough audit/investigation of the trial courts' human resources functions, including their systems, structure, infrastructure, and needs. The scope of this study should include:

- Business
- People and Culture
- Organization
- Process
- Systems
- Infrastructure

The above scope categories are further described in Section 5.0.

This project will require significant interaction with and data collection from each of the 58 trial courts. The successful consultant must be able to work cooperatively and effectively with each trial court and its respective county.

4.0 PROPOSED CONSULTANT SERVICES

The services that we expect to be performed by the consultant should include, but not be limited to, the following:

- 4.1 Conduct planning meetings as necessary with an administrative working group (hereafter referred to as the "project team"), which will consist of representatives from the AOC and the California trial courts.
- 4.2 Provide a detailed project plan describing methodology, survey instruments (such as written and electronic statewide questionnaires, telephone and in-person interviews, site visits), and data collection techniques.
- 4.3 Collect and analyze relevant data (and upon completion of the project, supply the collected data to the AOC in an acceptable electronic format, e.g., MS Access, MS Excel).
- 4.4 Draft reports and make appropriate recommendations to the project team.
- 4.5 Communicate progress and findings to the project team on a regular basis throughout the duration of the project.

5.0 RFP GUIDELINES FOR COMPLETION AND DELIVERABLES

In structuring your response to the RFP, specify how you could assist in meeting project timelines and deliverables. Include any Issues and Opportunities for each section. Below is a list of suggested study areas and some examples of project deliverables.

5.1 Business

A complete analysis of the business of the HR departments. Identify what services are provided through the HR departments and who actually provides these services, e.g., third party vendors, the county, consultants. Collect information on any agreements with outside vendors, metrics used, innovative business practices, etc.

5.2 People and Culture

An analysis of people and culture including employees' knowledge and skills, the current culture of the courts, the county-court relationship, union/management relationships, policies and procedures, training and development, staffing ratios, memoranda of understandings (MOUs), and current and projected staffing needs.

5.3 Organization

An organization analysis based on the courts' organization charts, roles, and responsibilities.

5.4 Process

A process analysis and compliance report that will encompass the current process framework, business events, gaps in operational procedure, and compliance to mandates.

5.5 System

An analysis of the HR/IT systems process, software applications profile, the current systems, supporting IT components, interfaces, and systems support of business processes.

5.6 Infrastructure

An infrastructure overview based on a facility and equipment analysis. A recommendation on the issues and challenges for a statewide judicial branch human resources infrastructure for the trial courts.

6.0 SPECIFICS OF A RESPONSIVE PROPOSAL

In developing your proposal, please comment on our project scope and offer suggestions on alternate ways that the work could be performed and delivered more effectively and/or at less cost. The AOC may be limited in its ability to offer AOC staff support for this project.

The following information shall be included in the proposal:

- 6.1 List consultant's name, address, telephone number(s), and social security number or tax identification number.
- 6.2 Provide **TEN** copies of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of a person who is the responder's representative.
- 6.3 Provide resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 6.4 Describe key staff's knowledge of the requirements necessary to complete this project and provide assurance that you have sufficient qualified staff to complete this project on schedule.
- 6.5 List names, addresses, and telephone numbers of at least three clients, preferably in the public sector, for which the consultant has conducted similar services.
- 6.6 Responses should provide straightforward, concise information that will satisfy the requirements of the solicitation document. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, responsiveness to solicitation document requirements, and completeness and clarity of content.
- 6.7 Proposals should include an overall plan (with time estimates) for completion of all work including the items specified in Sections 3.0 – 5.6.

- 6.8 Provide specific information and samples of the types of questions to be asked and information on the types of demographic, process, and outcome data to be collected that will address the project objectives.
- 6.9 Describe the data collection instruments that will be developed.
- 6.10 Describe how the collection of data will be supervised.
- 6.11 Describe how you propose to communicate with the project team and how you will present your collected data and analyses. Identify the types of reports that you will provide.

The proposed time frame for this project is:

July 15, 2002 – October 30, 2002

7.0 COST PROPOSAL

Submit a detailed line-item budget showing total cost of the services and hourly rates of personnel. Fully explain and justify all budget line items in a narrative entitled “Budget Justification.”

8.0 RIGHTS

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

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery. Request a receipt for hand-delivered responses. Responses must be received by the AOC no later than **12:00 p.m. on Monday, May 20, 2002.**

9.0 PROJECT MANAGEMENT

The Project Manager is:

Hazel Ann Reimche, Project Manager
Human Resources Division
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660
(415) 865-4263

10.0 EVALUATION OF PROPOSAL

The Administrative Office of the Courts will evaluate the proposal using the following criteria:

- A. Overall quality of work plan submitted
- B. Ability to meet the project timeframe
- C. Experience on similar projects
- D. Creativity in addressing the project objectives
- E. Experience with public agencies
- F. Reasonableness of cost projections
- G. Credentials of staff to be assigned to the project

11.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview the top proposers after all proposals have been reviewed. We anticipate that these interviews will be conducted at the Administrative Office of the Courts in San Francisco no sooner than **May 31, 2002**.

12.0 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. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project

within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability subject to Legislature; (5) termination of contract under certain conditions; (6) indemnification of the State; (7) approval by the State of any subcontractors; (8) national labor relations board, drug-free workplace, nondiscrimination, and ADA requirements; and (9) minimum appropriate insurance requirements.

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

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State requires contract participation goals of three percent (3%) for disabled veteran business enterprises (DVBEs). Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your firm to comply, please use the DVBE participation form attached as Attachment B to explain why, and demonstrate written evidence of a “good faith effort” to achieve participation. Your firm must complete the attached DVBE participation requirement form even if it is only to explain why your firm cannot achieve the participation goal. Completing the attached form to the extent feasible is mandatory to be responsive to this solicitation’s requirements. If your firm has any questions regarding the form, you should contact the Contracting Officer, Stephen Saddler, at 415-865-7989. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-372-9978.

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. A nondiscrimination clause will be included in any contract that ensues from this solicitation document.
3. In addition to explaining the State's requirements, the solicitation document includes instructions, which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the State with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the State may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the State of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

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

If the State 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 State does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to **Hazel Ann Reimche** at the Administrative Office of the Courts by **5:00 p.m. on Friday, May 10, 2002.**

D. Addenda

1. The State may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify **Hazel Ann Reimche** at the Administrative Office of the Courts no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the State 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 Administrative Office of the Courts no later than **12:00 p.m. on Monday, May 20, 2002.** Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after **12:00 p.m. on Monday, May 20, 2002.**

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.

Attachment A

3. Proposals that contain false or misleading statements may be rejected if in the State'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 State 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.

G. Rejection of bids

1. The State may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The State'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 government.

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 State.
2. The State 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

Attachment A

1. Questions regarding the State'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 **Hazel Ann Reimche**.

J. Execution of contracts

1. The State 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.
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. The Administrative Office of the Courts intends to be completely open and fair to all vendors in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
 - a. the vendor has submitted a proposal, which it believes to be responsive to the solicitation document;
 - b. the vendor believes that its proposal meets the state's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State; and
 - c. the vendor believes that the State has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact the Contract Officer at the Administrative Office of the Courts at the address given below or call him at 415-865-7989.

Stephen Saddler
Contracts Officer
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

4. If the Contract Officer is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts

surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Director of the Administrative Office of the Courts.

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 State'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. However, any confidential material submitted by a vendor that was clearly marked as such will be returned upon request.

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 State and the selected vendor. The State may withhold ten percent of each invoice until receipt 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 State and the selected vendor.

Attachment B

Propser Name: _____
RFP Project Title: _____
RFP Number: _____

The State’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 CONTRACT

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____
Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/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 _____%

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 CONTRACT

- 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>

Attachment B

2. List the names of DVBE's 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>

Attachment B

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>	

CERTIFICATION *(to be completed by 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

Attachment B

Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Government Code that establishes the following penalties for State Contracts:

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

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

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

PART C – CONTRACT AMOUNT CERTIFICATION

To be filled out by ALL proposers.

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>	

INSURANCE REQUIREMENTS

Prior to execution of the agreement, the contractor shall file with the State Certificates of Insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the State receives notice at least forty-five (45) days prior to the effective date of any cancellation, lapse or material change in the policy. The contractor shall, upon demand of the State, make available to the State at the contractor's local office all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to the State shall entitle the State to suspend or terminate negotiations with the firm and enter negotiations with the next highest ranked proposer.

The contractor shall obtain and maintain at a minimum the limits of insurance set forth 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 the agreement. The contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions 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 years from the date of completion of the work which will be the subject of the agreement.

If, in order to meet the requirements of this Section, the contractor must rely on the insurance to be provided by one or more subcontractor(s), then such subcontractor(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and must include the State as additional insureds on their liability insurance policies.

Provided the affected insurance policies permit the following waiver without voiding coverage, the contractor and the State shall waive all rights against each other to subrogation for damages covered by property insurance.

1. Minimum Scope and Limits of Insurance.

The contractor shall maintain coverage at least as broad as, and with limits no less than, the following:

a) ***General Liability:***

- (1) Limits: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- (2) Coverage: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering Commercial General Liability.

b) ***Professional Liability for licensed professionals:***

- (1) Limits: \$1,000,000 single occurrence; \$2,000,000 aggregate limit.
- (2) Coverage: Errors and Omissions

c) ***Automobile Liability:***

- (1) Limits: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (2) Coverage: Insurance Services Office form number (CA 00 01 Ed. 12/90) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

d) ***Workers' Compensation and/or Employer's Liability:***

- (1) Limits: Statutory requirements of the state of residency.
- (2) Coverage: as required for this work by applicable federal or "other states" state law.

2. Deductibles and Self-Insured Retention

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 vendor's liability to the State and shall be the sole responsibility of the contractor.

3. Other Insurance Provisions.

The insurance policies that are required in the agreement are to contain, or be endorsed to contain, the following provisions:

General Liability Policy:

- (1) The State, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the contractor in connection with this agreement.
- (2) 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 contractor's insurance or benefit the contractor in any way.
- (3) 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.

4. Acceptability of Insurers.

Unless otherwise approved by the State, insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VIII, or, if not rated with A.M. Best Company, with minimum surpluses the equivalent of A.M. Best's financial size category: VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with an A.M. Best's rating of B+:VII. Any exception must be approved by the State.

If at any time any of the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company

Attachment C

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 for approval with the appropriate certificates and endorsements.