



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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*Director, Finance Division*

**TO:** POTENTIAL BIDDERS

**FROM:** Administrative Office of the Courts  
Center for Families, Children & the Courts

**DATE:** April 12, 2006

**SUBJECT/PURPOSE OF MEMO:** REQUEST FOR PROPOSALS  
Judicial Council Forms Translation Project

**ACTION REQUIRED:** You are invited to review and respond to the attached Request for Proposals ("RFP"):  
  
Translation Services Project  
RFP Number: CFCC 0406

**DEADLINE:** **Proposals must be received by 1:00 p.m. May 12, 2006**

**SUBMISSION OF PROPOSAL:** Proposals must be sent to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden RFP# CFCC-0406**  
**455 Golden Gate Avenue**  
**San Francisco, CA 94102**

## **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 Center for Families, Children & the Courts**

The Center for Families, Children & the Courts (CFCC), a division of the AOC, will coordinate and direct this project. CFCC is responsible for the preparation and modification of Judicial Council forms (forms for family law, juvenile court, and domestic violence; foreign language instructional forms in these fields; and other specialized forms designed for use by self-represented litigants, interactive “fillable” forms that may be completed on computers, and interactive forms with special features making them accessible by persons with disabilities). The following website is provided as a reference.

<http://www.courtinfo.ca.gov/programs/cfcc/programs/index.htm>

## **2.0 PURPOSE OF THIS RFP**

2.1 The AOC seeks to identify and retain qualified service providers with expertise in translating, formatting and field testing legal documents, forms, and online text from English into Spanish, Chinese, Korean, Vietnamese, Cambodian and Russian on an as-needed basis. The AOC may award master agreements to multiple suppliers. Examples of Judicial Council forms can be viewed at:

<http://www.courtinfo.ca.gov/forms/> and  
<http://www.courtinfo.ca.gov/selfhelp/>

2.2 This RFP is the means for allowing prospective service providers to:

i) submit their qualifications and rates to the AOC to be considered for the award of a master agreement, and

ii) apply the proposed rates to translate and format the forms specified in Section 7 to be considered for the award of a work order issued under a master agreement.

- 2.3 At this time, master agreements may be awarded to vendors without the subsequent award to perform the work in Section 7.
- 2.4 Using the pricing forms in Section 6, bidders are requested to 1) submit their rates to translate from English to the various foreign languages for consideration of a Master Agreement; and 2) using the same proposed rates, submit their proposal to translate the forms in Section 7.

**3.0 PROCUREMENT SCHEDULE AND GENERAL INSTRUCTIONS**

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

<b>EVENT</b>	<b>Key Dates</b>
Issue RFP	4-12-06
Deadline for Proposer Requests for Clarifications or Modifications	4-26-06 1:00 p.m.
AOC Posts Clarification / Modification Response	5-3-06
Proposal Due Date and Time	5-12-06 1:00 p.m.
Evaluation of Proposals (estimated)	5-12-06 thru 5-26-06
Notice of Intent to Award (estimated)	5-30-06
Negotiations (estimated)	5-30-06 thru 6-7-06
Execution of Contract and/or Work Order(estimated)	6-16-06

3.2 The RFP and any addenda that may be issued will be available on the following website:

<http://www.courtinfo.ca.gov/reference/rfp/> (“Courtinfo website”)

3.3 Proposal Submittal Address:

Nadine McFadden  
RFP# CFCC-0406  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102-3688

3.4 Request for Clarifications or Modifications

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

**Solicitations mailbox:**      [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)

3.4.2 All questions and requests must be submitted by email to the Solicitations mailbox no later than the date specified in Section 3.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

3.4.3 All email submissions sent to the Solicitations mailbox **MUST** contain the RFP number and other appropriate identifying information in the email subject line. In the body of the e-mail, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

3.4.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of the questions and the AOC's responses on the Courtinfo website.

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

vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

#### **4.0 SCOPE OF SERVICES**

- 4.1 The AOC anticipates that the contractor will provide the types of services hereunder, including, but not limited to translating, formatting, and field testing of foreign language forms. Services to be performed for any future projects will be determined as the need arises and will be communicated to only those vendors that have been awarded master agreements using the work order process described in Attachment B on page 54. Except for the work specified in this RFP, the AOC makes no representations as to the amount of future work that may be awarded to a contractor once a master agreement is awarded.
- 4.2 For vendors awarded a Work Order resulting from this RFP, translation of the forms listed in Table 3, are expected to be performed by the consultant beginning upon execution of a Master Agreement and Work Order and must be completed by **August 30, 2006 with any changes requested by the AOC Project Manager to be completed by September 20, 2006.**
- 4.3 The consultant shall participate in revision processes with some revisions being prepared by consultant, and some revisions being prepared by AOC staff using AOC software. The consultant shall deliver completed revisions to the AOC within five (5) business days of a request for revision. The revision process will be deemed completed when AOC staff is satisfied with the final translation and formatting.
- 4.4 The AOC can provide the English versions of forms in Omniform or PDF files.
- 4.5 The consultant shall provide its completed translated documents/forms in Omniform, Adobe® Portable Document Format (PDF), and the native format used to create the Ominiform and PDF document, unless specified otherwise by the Project Manager. Completed PDF forms are not the on-line fillable type.
- 4.6 The consultant shall receive and transmit drafts and final versions of forms from and to the AOC by secure electronic file attachments to e-mail, web portal, or if requested by the AOC, by facsimile.
- 4.7 The consultant shall have two separate translators perform the translation of each document: one to perform the initial translation, and the second to perform a

review and final revisions.

4.8 Chinese, Russian, and Spanish translations must be performed by translators with “Active” membership status by the American Translators Association. Korean, Vietnamese and Cambodian translations must be performed by translators with an “Associate” membership status in the American Translators Association. All translators must be U. S. citizens or permanent residents of the U.S.

4.9 To ensure consistency in style and form, the consultant shall use the same translator for each language.

4.10 When requested by the AOC, using procedures specified by the AOC, the consultant shall conduct field testing of foreign language forms and provide the results of such testing to the AOC within ten (10) business days.

4.11 For Spanish translations, the consultant must use the glossary/style guide that that can be referenced at the following web site:

<http://www.courtinfo.ca.gov/selfhelp/espanol/glosario.htm>

4.12 Translation of other languages must follow the language and dialect style of translation currently used in the AOC’s current Domestic Violence and Juvenile Dependency forms which can be referenced at

<http://www.courtinfo.ca.gov/forms/>.

Deviation from the glossary or proposed changes to language and dialect must be approved by the Project Manager.

4.13 English word counts shall be determined using Word’s word count feature by clicking on File, Properties, and Statistics. If the original text to be translated is not available in Word format, the following procedures will be used to determine the word count:

- 1) Copying the text from the original English version PDF format or other format,
- 2) Pasting the text into a Microsoft Word document, and
- 3) Clicking on Word’s File, Properties, and Statistics.

## **5.0 SPECIFICS OF A RESPONSIVE PROPOSAL**

5.1 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.

5.2 Proposals shall be submitted in the following manner:

5.2.1 Proposals shall be signed by a representative of the company, including name, title, address, and telephone number of one individual who is the company's designated representative.

5.2.2 Proposals must contain a Table of Contents which identifies all sections and major subsections of the vendor's proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

5.2.3 All responses shall reference the paragraph number and be submitted in paragraph number sequence.

5.2.4 Proposals shall contain the following:

One printed and signed hard copy  
Three copies of the printed and signed hard copy  
One CD containing all proposal files

5.2.5 Failure of the proposer to comply with the requirements set forth in this Section may result in the proposal being deemed non-responsive to the RFP and being rejected.

5.3 The following information shall be included in the proposal: Company name, primary contact and title, 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.

5.4 Provide resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Electronic copies are required if so requested at a later date.

5.5 Overall plan with time estimates, and methods to complete the services for the forms in Section 7.

5.6 Please specify the proposed process necessary to address the project objectives.

5.7 Please specify the proposed project and team organization. Identify key employees and/or supervisors, who will be the designated contact persons with

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whom staff of the AOC will directly communicate concerning Judicial Council forms.

- 5.8 Please specify hours of availability in Pacific Time. Preference will be given to bidders whose designated contact persons are available during normal business hours of 8 a.m. to 5 p.m., Pacific Time, regardless of where they are located.
- 5.9 Please specify the proposed field testing process, including an explanation of the field testing tool to be used, and prior experience with that tool.
- 5.10 Please include samples of work of each language that your firm is bidding on, including both the English and translated versions. Samples of work will not be returned.
- 5.11 Submittal of pricing as requested in Section 6, Fee Proposal – Master Agreement; and Section 7, Fee Proposal – Work Order.
- 5.12 To what extent would your firm need to subcontract out work to perform translation services from English to:
  - A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
  - E. Cambodian?
  - F. Russian?
- 5.13 For each of the following languages, to what extent would your firm be completing the work outside of the United States?
  - A. Spanish
  - B. Chinese
  - C. Korean
  - D. Vietnamese
  - E. Cambodian
  - F. Russian

- 5.14 Provide your pricing formula for determining rush fees for translating from English to:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
  - E. Cambodian?
  - F. Russian?
- 5.15 Provide your pricing formula for determining rush fees for formatting forms translated from English to:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
  - E. Cambodian?
  - F. Russian?
- 5.16 Describe your experience in translating legal documents from English to:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
  - E. Cambodian?
  - F. Russian?
- 5.17 Please provide 3 references that the AOC may contact regarding your company's capabilities to perform the work of this RFP.

## **6.0 FEE PROPOSAL – MASTER AGREEMENT**

- 6.1 It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.
- 6.2 All fees proposed shall include personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The method of payment to the consultant will be by cost reimbursement.
- 6.3 All fees proposed shall also include revisions to translations and formatting.

- 6.4 All completed formatted forms **MUST EXACTLY MATCH** the English version in appearance.
- 6.5 The State may wish to enter into a Master Agreement for an initial one-year term, with two (2) consecutive optional one-year terms. If you wish to have your proposal considered for the optional terms, please include the rates for the optional terms.
- 6.6 Fees for non-rush translations from English to foreign language shall be submitted using the format in Table 1 below. All fees shall be on a per English word basis (the number English words in the document prior to translation) and shall be rounded to the nearest 1/10 of a cent.

**Table 1 - Rate Per English Word For Non-Rush Translations Only**

Language To Be Translated To (From English)	Rate Per English Word (Initial Term Rates)	Rate Per English Word (First Option Term Rates)	Rate Per English Word (Second Option Term Rates)
Spanish	\$.000	\$.000	\$.000
Chinese	\$.000	\$.000	\$.000
Korean	\$.000	\$.000	\$.000
Vietnamese	\$.000	\$.000	\$.000
Cambodian	\$.000	\$.000	\$.000
Russian	\$.000	\$.000	\$.000

- 6.7 Fees for formatting translated text so that the finished product resembles the English version shall be priced separately. All fees shall be on an hourly basis and submitted using the format in Table 2 below

**Table 2 - Rate Per Hour For Non-Rush Formatting Only**

Language Translated To (From English)	Hourly Rate (Initial Term Rates)	Hourly Rate (First Option Term Rates)	Hourly Rate (Second Option Term Rates)
Spanish	\$.00	\$.00	\$.00
Chinese	\$.00	\$.00	\$.00
Korean	\$.00	\$.00	\$.00
Vietnamese	\$.00	\$.00	\$.00
Cambodian	\$.00	\$.00	\$.00
Russian	\$.00	\$.00	\$.00

**7.0 FEE PROPOSAL – WORK ORDER**

7.1 Vendors awarded a Master Agreement may be considered for the award of a Work Order. The following forms in Table 3 require translation and formatting services into Spanish, Chinese, Korean and Vietnamese (field testing is not required for these forms):

**Table 3 – Forms Requiring Translation and Formatting**

Form Number	Revision Date	Description
<a href="#">TR-100*</a>	1/1/2004	Notice of Correction and Proof of Service
<a href="#">TR-106</a>	1/1/2004	Continuation of Notice to Appear
<a href="#">TR-108</a>	1/1/2004	Continuation of Citation
<a href="#">TR-115</a>	9/20/2005	Automated Traffic Enforcement System Notice to Appear
<a href="#">TR-120</a>	9/20/2005	Nontraffic Notice to Appear
<a href="#">TR-130</a>	9/20/2005	Traffic/Nontraffic Notice to Appear
<a href="#">FI-100</a>	1/1/2006	Request for Admission
<a href="#">FI-120</a>	1/1/2006	Form Interrogatories—General
<a href="#">FI-128</a>	1/1/2006	Form Interrogatories—Unlawful Detainer
<a href="#">FI-129</a>	1/1/2006	Form Interrogatories—Limited Civil Cases (Economic Litigation)
<a href="#">FI-130</a>	1/1/2006	Form Interrogatories—Employment Law
<a href="#">FL-145</a>	1/1/2006	Form Interrogatories – Family Law
<a href="#">FL-142</a>	1/1/2005	Schedule Of Assets And Debts (Family Law)

All forms can be found at the following website: <http://www.courtinfo.ca.gov/forms/>

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7.2 **Translations** - Using your Initial Term Rates Specified in Table 1, complete each of the following Tables 4A, 4B, 4C, and 4D to propose your fees for translations only.

<b>Table 4A – English to Spanish Translations Only</b>			
Form Number	Word Count	Rate Per Word	Amount (Word count X Rate Per Word)
<a href="#">TR-100*</a>	268		
<a href="#">TR-106</a>	588		
<a href="#">TR-108</a>	695		
<a href="#">TR-115</a>	840		
<a href="#">TR-120</a>	487		
<a href="#">TR-130</a>	1,324		
<a href="#">FI-100</a>	153		
<a href="#">FI-120</a>	6,317		
<a href="#">FI-128</a>	5,430		
<a href="#">FI-129</a>	3005		
<a href="#">FI-130</a>	5,388		
<a href="#">FL-142</a>	891		
<a href="#">FL-145</a>	1,342		
Total Amount for Translations			

<b>Table 4B – English to Chinese Translations Only</b>			
Form Number	Word Count	Rate Per Word	Amount (Word count X Rate Per Word)
<a href="#">TR-100*</a>	268		
<a href="#">TR-106</a>	588		
<a href="#">TR-108</a>	695		
<a href="#">TR-115</a>	840		
<a href="#">TR-120</a>	487		
<a href="#">TR-130</a>	1,324		
<a href="#">FI-100</a>	153		
<a href="#">FI-120</a>	6,317		
<a href="#">FI-128</a>	5,430		
<a href="#">FI-129</a>	3005		
<a href="#">FI-130</a>	5,388		
<a href="#">FL-142</a>	891		
<a href="#">FL-145</a>	1,342		
Total Amount for Translations			

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<b>Table 4C – English to Korean Translations Only</b>			
Form Number	Word Count	Rate Per Word	Amount (Word count X Rate Per Word)
<a href="#">TR-100*</a>	268		
<a href="#">TR-106</a>	588		
<a href="#">TR-108</a>	695		
<a href="#">TR-115</a>	840		
<a href="#">TR-120</a>	487		
<a href="#">TR-130</a>	1,324		
<a href="#">FI-100</a>	153		
<a href="#">FI-120</a>	6,317		
<a href="#">FI-128</a>	5,430		
<a href="#">FI-129</a>	3005		
<a href="#">FI-130</a>	5,388		
<a href="#">FL-142</a>	891		
<a href="#">FL-145</a>	1,342		
Total Amount for Translations			

<b>Table 4D – English to Vietnamese Translations Only</b>			
Form Number	Word Count	Rate Per Word	Amount (Word count X Rate Per Word)
<a href="#">TR-100*</a>	268		
<a href="#">TR-106</a>	588		
<a href="#">TR-108</a>	695		
<a href="#">TR-115</a>	840		
<a href="#">TR-120</a>	487		
<a href="#">TR-130</a>	1,324		
<a href="#">FI-100</a>	153		
<a href="#">FI-120</a>	6,317		
<a href="#">FI-128</a>	5,430		
<a href="#">FI-129</a>	3005		
<a href="#">FI-130</a>	5,388		
<a href="#">FL-142</a>	891		
<a href="#">FL-145</a>	1,342		
Total Amount for Translations			

- 7.3 **Formatting** - Using your Initial Term Rates Specified in Table 2, complete each of the following Tables 5A, 5B, 5C, and 5D to propose your not to exceed hours and fees for formatting only. All completed formatted forms **MUST EXACTLY MATCH** the English version in appearance.

<b>Table 5A – English to Spanish Formatting Only</b>			
Form Number	Not to Exceed Hours to Format	Hourly Rate	Amount (Not to Exceed Hours X Hourly Rate)
<a href="#">TR-100*</a>			
<a href="#">TR-106</a>			
<a href="#">TR-108</a>			
<a href="#">TR-115</a>			
<a href="#">TR-120</a>			
<a href="#">TR-130</a>			
<a href="#">FI-100</a>			
<a href="#">FI-120</a>			
<a href="#">FI-128</a>			
<a href="#">FI-129</a>			
<a href="#">FI-130</a>			
<a href="#">FL-142</a>			
<a href="#">FL-145</a>			
Total Amount for Formatting			

<b>Table 5B – English to Chinese Formatting Only</b>			
Form Number	Not to Exceed Hours to Format	Hourly Rate	Amount (Not to Exceed Hours X Hourly Rate)
<a href="#">TR-100*</a>			
<a href="#">TR-106</a>			
<a href="#">TR-108</a>			
<a href="#">TR-115</a>			
<a href="#">TR-120</a>			
<a href="#">TR-130</a>			
<a href="#">FI-100</a>			
<a href="#">FI-120</a>			
<a href="#">FI-128</a>			
<a href="#">FI-129</a>			
<a href="#">FI-130</a>			
<a href="#">FL-142</a>			
<a href="#">FL-145</a>			
Total Amount for Formatting			

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<b>Table 5C – English to Korean Formatting Only</b>			
Form Number	Not to Exceed Hours to Format	Hourly Rate	Amount (Not to Exceed Hours X Hourly Rate)
<a href="#">TR-100*</a>			
<a href="#">TR-106</a>			
<a href="#">TR-108</a>			
<a href="#">TR-115</a>			
<a href="#">TR-120</a>			
<a href="#">TR-130</a>			
<a href="#">FI-100</a>			
<a href="#">FI-120</a>			
<a href="#">FI-128</a>			
<a href="#">FI-129</a>			
<a href="#">FI-130</a>			
<a href="#">FL-142</a>			
<a href="#">FL-145</a>			
Total Amount for Formatting			

<b>Table 5D – English to Vietnamese Formatting Only</b>			
Form Number	Not to Exceed Hours to Format	Hourly Rate	Amount (Not to Exceed Hours X Hourly Rate)
<a href="#">TR-100*</a>			
<a href="#">TR-106</a>			
<a href="#">TR-108</a>			
<a href="#">TR-115</a>			
<a href="#">TR-120</a>			
<a href="#">TR-130</a>			
<a href="#">FI-100</a>			
<a href="#">FI-120</a>			
<a href="#">FI-128</a>			
<a href="#">FI-129</a>			
<a href="#">FI-130</a>			
<a href="#">FL-142</a>			
<a href="#">FL-145</a>			
Total Amount for Formatting			

- 7.4 **Fee Recap-** Transfer the Total Amounts from Tables 4A, 4B, 4C, 4D, 5A, 5B, 5C, and 5D to Table 6 below.

**Table 6 – Fee Recap**

<b>Table</b>	<b>Description</b>	<b>Not To Exceed Amount</b>
4A	English to Spanish Translations Only	
4B	English to Chinese Translations Only	
4C	English to Korean Translations Only	
4D	English to Vietnamese Translations Only	
<b>Sub-total – Translations Only</b>		
5A	English to Spanish Formatting Only	
5B	English to Chinese Formatting Only	
5C	English to Korean Formatting Only	
5D	English to Formatting Formatting Only	
<b>Sub-total – Formatting Only</b>		
<b>Total – Translations and Formatting</b>		

## 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. 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.
- 8.2 The AOC reserves the right to develop and make available for public use all translated forms, documents, and text at no cost to the public. The consultant will have no ownership right in any of the forms produced or revised under the requirements of the contract contemplated by this RFP and cannot copyright them.

## 9.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria:

- a. Quality of samples of work product submitted.
- b. Quality of work plan submitted.

- c. Experience on similar assignments. Vendors that have experience with translating legal terms and/or legal forms is preferable.
- d. Credentials of staff to be assigned to the project.
- e. Ability to meet timing requirements to complete the project.
- f. Reasonableness of cost projections or fee proposal.
- g. Knowledge of legal terms and/or legal forms.
- h. Knowledge of software, programming, and technology applicable to form design and developments.
- i. References.

## **10.0 ADDITIONAL REQUIREMENTS**

- 10.1 It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.
- 10.2 Within 5 business days of the AOC's receipt of an intent to award a Work Order under, the consultant shall deliver following:
  - 10.2.1 Provide the name of the persons that will be performing the translations
  - 10.2.2 American Translator Association proof of "Active" or "Associate" certification identifying the person's name, dates of certification, and language(s) certified to translate.

## **11.0 ADMINISTRATIVE RULES AND PROPOSED CONTRACT TERMS**

- 11.1 Incorporated in this RFP, and attached as Attachment A, starting on page 19, is a document entitled "Administrative Rules Governing Requests for Proposals. Bidders shall follow these rules in preparation of their proposals.
- 11.2 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 the terms and conditions in Attachment B of this RFP

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

The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. Your company must complete the DVBE

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Compliance form and include the form with your Cost Proposal. If your company has any questions regarding the form, you should contact the individual listed in the Submission of Proposal section on the coversheet of this RFP. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: <http://www.dgs.ca.gov/default.htm>.

## **ATTACHMENT A**

### **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. 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 vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor 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 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 AOC 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 AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the

question, the question will not be answered in this manner and the vendor will be notified.

2. 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 the project manager listed in Section 9 of the RFP by the proposal due date and time listed on the cover letter of this RFP.

**D. Addenda**

1. The AOC 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 the project manager listed in Section 9 of the RFP no later than one day following the receipt of the addendum.
2. Proposer's proposal, including prices/costs offered, shall reflect the requirements of the RFP including all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting contract.

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

**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. Contact with Judicial Branch Entities**

Vendors are specifically directed NOT to contact any Judicial Branch Entity (JBE) personnel, JBE-contracted contractors or JBE-contracted consultants for meetings, conferences, or discussions specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judicial Branch Entity personnel, JBE-contracted contractors or JBE-contracted consultants may be cause for rejection of the vendor's proposal.

**M. RFP 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. If any potential vendor determines that the addendum unnecessarily restricts its ability to propose, it must notify the Solicitations mailbox by email no later than three (3) business days following the date the addendum is posted on the AOC's website.

**N. News releases**

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

**O. Disposition of materials**

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

**P. 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.

## **ATTACHMENT B**

### **CONTRACT TERMS**

#### **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.

**EXHIBIT \_\_**  
**SPECIAL PROVISIONS**

1. Definitions

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

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents and the authorized Work Order, including without limitation, Exhibit \_\_, Work Order Administration, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **"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.
- C. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Work Order Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- D. **“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.

- E. 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, including, without limitation, the Master Agreement and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. “**Contract Counterpart**” means the several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, each representing this Agreement.
- G. 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.
- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**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.
- K. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. 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.
- L. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit \_\_\_, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract.

- M. “**Master Agreement**” means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. “**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.
- P. “**Plain Language**” shall mean employing a “plain English” vocabulary and sentences that are easy to understand. Meeting “Plain Language” criteria means maximizing “readability.” The average native English speaking American reads comfortably at the 5th grade level. To ensure that the translated documents reach the greatest number of readers, text must be appropriate for a 4<sup>th</sup> – 7<sup>th</sup> grade level range.
- Q. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- R. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”). The State is one of the parties to this Agreement. The term State shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- S. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties.
- T. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- U. “**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.

- V. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- W. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 38, Agreement Term(s) and Options to Renew.
- X. “**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.
- Y. “**Work**” or “**Contract Work**” or “**Work to be Performed**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the State. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor. The general nature of the Work of this Contract is for translation from English to foreign language, formatting the translated document so that it matches the English version exactly, or field testing, as more particularly described in Exhibit \_\_, Work Order Administration, and in any individual Work Order.
- Z. “**Work Order**” refers to a document, substantially in the form of Exhibit \_\_, Attachment \_\_, Work Order Form, that is used by the State to authorize Work pursuant to this Master Agreement. Each Work Order, if any, will include details about the nature of the Work the Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
- AA. “**Work Order Amount**” refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

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 \_\_\_\_ .

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit \_\_\_, 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 Work Order 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 will terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit \_\_, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

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

TBD  
Administrative Office of the Courts  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

- B. Additionally, \_\_\_\_\_ can be contacted as follows:

\_\_\_\_\_ Fax: 415-865-\_\_\_\_\_  
\_\_\_\_\_ Telephone: 415-865-\_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_@jud.ca.gov

- C. Notice to the Contractor shall be directed in writing as follows:

Company  
Attn  
Address  
City, State, Zip

- D. Additionally, \_\_\_\_\_ can be contacted as follows:

\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_

7. Authorization of Any Work Orders

The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total Contract or Work Order Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the State may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

8. Acceptance of the Work

- A. The State's 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 State's 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 all revisions requested by the State have been made;
  - 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); and
  - iv. Statutory compliance: The Work complies with legal / statutory standards and requirements regarding specific language and criteria that must be included in the form.
- 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 Exhibit \_\_, 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, the 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 confer 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 confer 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 \_\_\_\_.

9. Evaluation of Contractor

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

10. 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 employees and Subcontractors of the Contractor performing services for the State, which 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.

11. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

12. Contractor's Personnel--Replacement

- A. The Contractor shall provide for the staffing requirements as set forth in Exhibit \_\_, Work Order Administration, and each Work Order, if any, prior to commencing any Work pertaining to the staffing requirements.
- B. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Program Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.
- D. If any of the Contractor's personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit \_\_.

13. Subcontracting

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

14. 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.

15. Copyrights and Rights

- A. For all products, including those other than publications, the State reserves the exclusive right to use and copyright, in whole or in part, the products produced with funding from the Agreement.

- B. The Contractor agrees not to copyright any material produced with funding from the Agreement, unless the State gives the Contractor express permission to do so. If such permission is obtained and the material is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the products without fee.

16. Ownership of Data & Materials

- A. Any interest of the Contractor in the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these Data and Materials within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data and Materials. The Contractor shall not publish or reproduce such Materials in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the State.
- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the State's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the State, a royalty-free, fully paid, worldwide, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the Contractor and, except for the license expressly granted herein, the State shall acquire no right or interest in such property.
- D. The State shall have the right to use the Material and Data that result from the Work of this Agreement, as it deems appropriate, however the parties

acknowledge that the Work is intended for internal use of the State and its contingents. The State may use the Materials or Data in conjunction with other works or works at its sole discretion.

17. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use by the Contractor, or any Subcontractor or agent for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The State will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The State agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

18. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Court and the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the State or the Court of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the State shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the State in procuring substitute Data or Materials. If, in the sole option of the State, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge.

The Contractor agrees to take back such Data or Materials and refund any sums that the State has paid the Contractor less any reasonable amount for use or damage.

- C. The Contractor shall have no liability to the Court or the State under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
  - i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
  - iii. The modification by the State of the equipment furnished hereunder or of the software; or,
  - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. The foregoing states the entire liability of the Contractor to the Court and the State with respect to infringement of patents, copyrights, or trade secrets.

19. Accounting System Requirement

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

20. Non-duplication of Agreement Fund Expenditures

The Contractor agrees that no ongoing or completed projects with the State, or other funding sources, duplicate or overlap any work contemplated or described in this Agreement. Any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of Agreement fund expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

21. Federal and State Record Requirements

All records and documentation shall be maintained in accordance with federal and state requirements and shall be made available to state or federal personnel for the purpose of conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

22. Retention of Records

The Contractor shall maintain all financial records, 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 three (3) years and nine (9) months. The retention period shall start from the date of the submission of the final payment request. The Contractor is also obligated to protect records adequately against fire and other damage.

23. 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 three (3) years and nine (9) months after final payment under this Agreement.

24. Right to Audit

- A. The Contractor shall permit all work product and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
  - i. The State,
  - ii. The California Department of Child Support Services,
  - iii. The Bureau of State Audits,
  - iv. The Federal Office of Child Support Enforcement, and
  - v. Any other federal government auditing agency.
- B. The right of each agency to inspect and/or audit the Agreement records is independent of whether or not any other independent audit or inspection has been performed.

25. Audit Compliance

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

26. Limitation on Publication

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

State. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

27. Lobbying

Funds awarded to the Contractor shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

28. Political Activity

The Contractor shall not contribute or make available Agreement Project funds, Project personnel, or equipment awarded by the Agreement to any political party or association or the campaign of any candidate for public or party office. The Contractor shall not use funds awarded to the Contractor in advocating or opposing any ballot measure, initiative, or referendum. Finally, neither the Contractor nor any Contractor employee shall intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

29. 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.

30. Insurance Requirements

- A. The Contractor shall maintain in full force during the full term of the Agreement, insurance in the following amounts and coverage:
  - i. Workers' Compensation/Employers' Liability that meet the statutory requirements of the state of residency.
  - ii. Comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement with limits of liability not less than \$500,000.00 for each occurrence.
  - iii. Comprehensive 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.

iv. Professional Liability: Errors and Omissions; \$1,000,000.00 single occurrence and \$2,000,000.00 aggregate limit.

B. The Contractor's Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

i. The State of California and its Officers, Agents, and Employees shall be named as additional insured.

ii. The policies shall be primary insurance to any other insurance available to the Additional Insureds with respect to any claims arising out of this Agreement, and the insurance shall apply separately to each insured against whom a claim is made or a suit is brought.

C. 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, Contracting Officer, Finance Division 455 Golden Gate Ave., San Francisco, CA 94102.

D. Upon request, the Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required insurance coverage and complete copies of each policy.

E. Approval of the insurance by the State shall not relieve or decrease the Contractor's liability under this Agreement.

31. 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 (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) 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.

32. 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.

33. 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.

34. Drug-Free Workplace

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

35. Nondiscrimination/Non 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, section 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, section 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.

36. 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.

37. State and Federal Compliance

The parties to this Agreement shall comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and state regulations and requirements promulgated thereunder.

38. California Law

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

39. Public Contract Code References

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

40. 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.

41. 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.

42. 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.

43. Signature Authority

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

44. 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.

45. Agreement Term(s) and Options to Renew

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

- B. The Master Agreement shall remain in effect from \_\_\_\_\_ through \_\_\_\_\_ (“**Initial Term**”), unless otherwise set forth in writing, in accordance with the terms and conditions of the Master Agreement.
- C. The parties agree that the State may elect to extend the Master Agreement up to two (2) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Master Agreement:
  - i. \_\_\_\_\_ through \_\_\_\_\_ (“**First Option Term**”).
  - ii. \_\_\_\_\_ through \_\_\_\_\_ (“**Second Option Term**”).
- D. In the event the State elects to exercise an option to extend the Master Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State’s Standard Agreement form.
- E. In the event any option Term is exercised under this Agreement, the rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit \_\_, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

46. Entire Agreement

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

**EXHIBIT \_\_**  
**PAYMENT PROVISIONS**

2. Compensation for Contract Work

- A. For performing the Work of this Agreement as set forth in any Work Order, the State shall compensate the Contractor an amount not to exceed the Work Order Amount set forth in such Work Order.

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 Judicial Council Forms Translation Project

- B. Unless otherwise agreed upon by the parties, the rates set forth in Table 1 and Table 2, below, shall be used in a Work Order for one or more of the following purposes:
- i) The basis for determining the fixed price(s) for particular Task(s), Milestone(s), or Deliverable(s), which the State shall pay the Contractor upon completion and Acceptance of such Work;
  - ii) The basis for determining a lump sum amount, which the State shall pay the Contractor upon completion and Acceptance of all the Work of a Work Order; or,
  - iii) The basis for compensation, which the State shall pay the Contractor for actual costs expended to provide the Work.

**Table 1 - Rate Per English Word For Non-Rush Translations Only**

Language To Be Translated To (From English)	Rate Per English Word (Initial Term Rates)	Rate Per English Word (First Option Term Rates)	Rate Per English Word (Second Option Term Rates)
Spanish	\$ .000	\$ .000	\$ .000
Chinese	\$ .000	\$ .000	\$ .000
Korean	\$ .000	\$ .000	\$ .000
Vietnamese	\$ .000	\$ .000	\$ .000
Cambodian	\$ .000	\$ .000	\$ .000
Russian	\$ .000	\$ .000	\$ .000

**Table 2 - Rate Per Hour For Non-Rush Formatting Only**

Language Translated To (From English)	Hourly Rate (Initial Term Rates)	Hourly Rate (First Option Term Rates)	Hourly Rate (Second Option Term Rates)
Spanish	\$ .00	\$ .00	\$ .00
Chinese	\$ .00	\$ .00	\$ .00
Korean	\$ .00	\$ .00	\$ .00
Vietnamese	\$ .00	\$ .00	\$ .00
Cambodian	\$ .00	\$ .00	\$ .00
Russian	\$ .00	\$ .00	\$ .00

- C. All rates must be set forth in the Agreement and shall be inclusive of any and all salary, associated benefits, overhead, profit, incidental materials, fees, and other

costs necessary to perform the Work. Any Subcontractor rates must be set forth as fully burdened, inclusive of any mark-ups, as well.

- D. The Contractor shall not charge nor shall the State pay any overtime rate.
- E. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

3. Compensation for Allowable Expenses

Unless otherwise set forth in a Work Order as inclusive in fixed price(s) or lump sum amount, the State shall reimburse the Contractor as follows:

- A. Administrative and Operating Expenses
  - i) The State shall reimburse the Contractor for itemized administrative and operating expenses associated with the Work of an individual Work Order that are reasonably incurred in performing this Agreement.
  - ii) The Contractor shall keep and maintain original invoices, receipts and/or other documentation for these expenses, and provide them for review if requested by the State's Project Manager.
  - iii) Administrative and operating expenses shall be reimbursed at the Contractor's cost with no mark-ups, and include postage, overnight delivery or courier services, Project website subscription costs, and long-distance telephone charges, and reproduction of documents distributed to the State.
  - iv) Prior to incurring any expenses greater than **\$2,500.00**, the Contractor shall submit a detailed estimate of the expenses, for approval by the State's Project Manager.
  - v) Overnight delivery and courier services shall be at the Contractor's cost with no mark-up.
  - vi) The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.
- B. Transportation, Meals, and Lodging Expenses
  - i) The State shall reimburse the Contractor for necessary transportation outside the regional business area where the office of the Contractor that his personnel are based, meals, lodging, and other travel-related expenses associated with the Work of individual Work Orders.

- ii) The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the State's Project Manager.
- iii) The Contractor shall submit a written travel plan to the State's Project Manager, including estimated costs, for review and approval, at the beginning of the Project.
- iv) For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred for coach class on a standard carrier.
- v) The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the State's Project Manager.
- vi) For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$110.00** per Day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax, if applicable.
- vii) For necessary private vehicle ground transportation usage, the State will reimburse the Contractor **\$0.34** per mile.
- viii) The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order. The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.

4. Other Expenses

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

5. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any 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.

6. Method of Payment

- A. Upon providing the Work, Task(s), Milestone(s), and/or Deliverable(s), as set forth in a Work Order, but no more often than once a month, the Contractor shall submit an invoice for Work completed. In the event of multiple Work Orders, the Contractor shall provide a separate invoice for each Work Order. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable lump sum amount, fixed price(s), or actual costs and/or expenses, in accordance with the terms of the Master Agreement and the applicable Work Order, for the preceding month and shall include:
- i) The Contract number;
  - ii) The Work Order number;
  - iii) Unique invoice number;
  - iv) The Contractor's name and address;
  - v) Taxpayer identification (the Contractor's federal employee identification number);
  - vi) Description of the completed Work, Task(s), Milestone(s) performed, and/or Deliverable(s) provided, as appropriate;
  - vii) Identification of the Key Personnel and other staff which provided the Work;
  - viii) The dates and hours Work was actually provided, by Key Personnel, assigned other staff, Subcontractors, or for other items, as applicable;
  - ix) The applicable contractual charges, including the appropriate rate, fixed price, lump sum amount, progress payment, or expenses, if allowable under this Contract;
  - x) The appropriate receipts for reimbursement of allowable expenses, if the Work Order provides for reimbursement of allowable expenses; and,
  - xi) Preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

**Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue  
San Francisco, CA 94102-3660**

- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Payment Does Not Imply Acceptance of Work

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

8. 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.

**EXHIBIT \_\_**  
**WORK TO BE PERFORMED**

1. Background

- A. 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 Judicial Council and assists both the Judicial Council and its chair in performing their duties.
- B. The Center for Families, Children & the Courts (CFCC), a division of the AOC, will coordinate and direct this project. CFCC is responsible for the preparation and modification of Judicial Council forms (forms for family law, juvenile court, and domestic violence; foreign-language instructional forms in these fields; and other specialized forms, including “plain language” forms designed for use by self-represented litigants, interactive “fillable” forms that may be completed on

computers, and interactive forms with special features making them accessible by persons with disabilities).  
<http://www.courtinfo.ca.gov/programs/cfcc/programs/index.htm>

2. Summary of Work

The AOC anticipates that the Contractor may provide consulting expertise in the creation of Plain Language forms for the following purposes: (1) to provide drafting, layout, and other assistance to the Judicial Council in the development and production of plain language forms; and (2) to provide to CFCC electronic versions of these forms. The Contractor may provide the Plain Language text for Judicial Council child support governmental forms.

3. Specific Tasks

- A. As directed by the Project Manager, the Contractor shall provide Plain Language translation of the Family Law Forms – Governmental, listed on Attachment 2 of Exhibit \_\_. The current AOC Style Guide will be provided for the Contractor’s reference.
- B. The Contractor can access all the Family Law Forms – Governmental on the California Courts Web site: <http://www.courtinfo.ca.gov/forms>.
- C. The Contractor will provide the Plain Language translation of the forms, as requested by the Project Manager, within either (i) five (5) business days of a request transmitted by telephone, facsimile, or e-mail, or (ii) two (2) business days of a request transmitted as an “urgent request.”
- D. The Contractor shall deliver existing Family Law Forms - Governmental in Microsoft® Word® and Adobe Acrobat® “.pdf” file format.
- E. The Contractor will receive and transmit drafts of the translated Family Law Forms – Governmental from and to the Project Manager by facsimile and by secure electronic file attachments to e-mail. The AOC requires transmission of electronic file copies of draft Family Law Forms – Governmental in Adobe Acrobat® “.pdf” file format.
- F. The Contractor will participate in extensive revision processes. The Contractor shall prepare some revisions and AOC staff shall also prepare some revisions, using AOC software. Revisions prepared by the Contractor will be due within three (3) business days of the request to revise. The revision process will be completed when AOC staff is satisfied with the text of the translated Family Law Forms – Governmental.

4. Specific Deliverables

The Contractor will complete and submit the following Deliverables by the due dates set forth in Exhibit \_\_\_:

- |    |                   |     |
|----|-------------------|-----|
| A. | Deliverable No. 1 | TBD |
| B. | Deliverable No. 2 | TBD |
| C. | Deliverable No. 3 | TBD |
| D. | Deliverable No. 4 | TBD |
| E. | Deliverable No. 5 | TBD |

5. Work Order Process

- A. From time to time, the State will request a proposal from the contractor to submit a proposal for the Work of a forthcoming project. Such a request will describe the nature and extent of the proposed project, its scope, preliminary schedule, and rough order of magnitude of individual components, plus identify the evaluation criteria and submittal information necessary for the State to award the selected firm a Work Order for the project.
- B. The Contractor will then prepare a proposal that includes an applicable scope of Work, and a schedule for completion of the Work, including due dates for applicable Milestones, Deliverables, and Tasks as well as identify Key Personnel, other staff, Subcontractors, and/or other items to provide for the proposed Work, including roles and applicable billing rates. The proposal shall include contracted rates under the Master Agreement, not to exceed number of hours, and any applicable expenses. The Contractor shall submit the proposal to the State's Project Manager within ten (10) business days of receiving the Work request. The proposal shall be binding for sixty (60) Days after receipt by the State's Project Manager.
- C. The State will evaluate the proposal and make a determination whether or not to award a Work Order. Based upon information provided in the proposal and the scope of the project, it will be determined if the Work shall be (i) reimbursable at contracted rates at actual cost or (ii) paid at fixed price(s) or a lump sum amount. Payment method will then be specified in the Work Order.
- D. If awarded a Work Order, final approval of the Work will be in the form of an executed Work Order in the form of the Work Order Form attached hereto as Attachment \_\_\_ to Exhibit \_\_\_.

6. Work Order Amount

- A. The parties shall use the appropriate rates for items from Exhibit \_\_\_, Payment Provisions, including the Key Personnel, other staff, Subcontractors, and/or other items and associated rates and/or other costs proposed to determine appropriate fixed price(s), a lump sum amount, or cost reimbursement, and the appropriate pricing structure shall be incorporated into the Work Order.
- B. In no event will the State pay more than the Work Order Amount set forth in the authorized Work Order unless the Work Order is amended.

7. Authorized Work Order

- A. All Work performed under this Agreement will be authorized only by a fully executed Work Order.
- B. The Contractor shall identify the Key Personnel, other staff, Subcontractors, and/or other items that will provide services on any particular Contract Work set forth in a Work Order. The Work Order will identify the appropriate assigned Key Personnel, other staff, Subcontractors, and/or other items. The Contractor and the State are not precluded from incorporating other agreed upon rates for different staff roles in a specific Work Order.
- C. A Work Order may include additional requirements as the specific Work may require and as the parties may agree.
- D. Once a Work Order is agreed upon, the State will provide multiple originals of the Work Order to the Contractor for signature. The Contractor will indicate acceptance of the Work Order by its signature on each of the Work Order forms and return the originals to the State within two (2) business days.
- E. If there is a need to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Order or execute a new Work Order, executed in accordance with the terms and conditions of this Agreement. No Work Order shall amend the terms and conditions of the Master Agreement.
- F. Any commencement of performance of Work prior to the Contractor's receipt of the authorized Work Order shall be done so at the Contractor's own risk.
- G. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

**EXHIBIT \_\_**  
**ATTACHMENTS**

This exhibit includes the following form(s):

Attachment 1, Acceptance & Signoff Form

**ATTACHMENT 1 TO EXHIBIT \_\_**  
**ACCEPTANCE & SIGNOFF FORM**

Description of Work provided by Contractor:

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Date submitted: \_\_\_\_\_

Work is:

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

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

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

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4) Statutory Compliance accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Request For Proposal #CFCC-0406  
Judicial Council Forms Translation Project

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Work is accepted.

Work is unacceptable as noted above.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

**DVBE COMPLIANCE FORM**

Proposer Name:

RFP Project Title:

RFP Number:

1. The AOC's goal of awarding at least three percent (3%) of the total contract amount to Disabled Veterans Business Enterprises (individually, a "DVBE") has been achieved for this Project.

(Check one)

Yes \_\_\_\_\_ (Complete Parts A & C only)

No \_\_\_\_\_ (Complete Parts B & C only)

**DVBE COMPLIANCE FORM  
 PART A: AT LEAST 3% DVBE PARTICIPATION ACHIEVED**

FILL OUT PART A **ONLY** IF DVBE 3% PARTICIPATION GOAL HAS BEEN MET; OTHERWISE FILL OUT PART B. INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS RFP

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

Firm Name of Proposer:	
Indicate if Proposer is a DVBE	Yes: _____ No: _____
Signature of Person Signing for Proposer:	
Name (printed) and Title of Person Signing for Proposer:	
Date:	

**SUBCONTRACTORS / SUPPLIERS (Attach additional sheets if necessary)**

1. Company Name and Address: \_\_\_\_\_

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

Tier (1 = Subcontractor to Prime Contractor; 2 = Subcontractor to Tier 1 Subcontractor): \_\_\_\_\_

Estimated Dollar Amount: \$ \_\_\_\_\_

Estimated Percentage of Total Contract Amount: \_\_\_\_\_%

2. Company Name and Address: \_\_\_\_\_

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

Tier (1 = Subcontractor to Prime Contractor; 2 = Subcontractor to Tier 1 Subcontractor): \_\_\_\_\_

Estimated Dollar Amount: \$ \_\_\_\_\_

Estimated Percentage of Total Contract Amount: \_\_\_\_\_%

**ESTIMATED TOTAL DVBE PARTICIPATION:** \_\_\_\_\_%

**DVBE COMPLIANCE FORM  
 PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

FILL OUT PART B ONLY IF 3% PARTICIPATION GOAL WILL NOT BE MET AND A GOOD FAITH EFFORT HAS BEEN ATTEMPTED. INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS RFP

(Attach additional sheets if necessary)

Contact, and document below, the AOC (the contracting official, unless another contact is specified) to identify potential DVBEs:

Person Contacted	Date	Telephone Number	Describe Result

Contact, and document below, state or federal agencies and local DVBE organizations to identify potential DVBEs:

Organization Name	Person Contacted	Telephone Number or Internet Address	Date

**DVBE COMPLIANCE FORM  
PART B – CONTINUED**

Contact, and document below, DVBEs identified from contacts made with the parties listed above:

DVBE Contacted	Person Contacted	Telephone Number	Date

The AOC hereby waives the advertisement requirement of Section 10115.2(b)(3) of the California Public Contract Code.

If an advertisement was published in trade papers and/or papers focusing on DVBEs, provide information requested below and attach proof of publication:

Publication	Date(s) Advertised

**DVBE COMPLIANCE FORM  
 PART B – CONTINUED**

Solicit, and document below, DVBEs who can provide goods and/or services relevant to this RFP. Solicitation must be job specific to plan and/or contract:

DVBE Name and Address	Person Contacted	Date Sent

Consider, and document below, all responding DVBEs as Sub-Contractors or suppliers or both.

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

**DVBE COMPLIANCE FORM  
 PART B – CONTINUED**

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

ESTIMATED TOTAL DVBE PARTICIPATION, IF ANY: \_\_\_\_\_%

**DVBE COMPLIANCE FORM  
PART C – CERTIFICATION**

TO BE COMPLETED BY ALL PROPOSERS.

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 definitions set forth in California Public Contract Code, Section 10115 et seq., California Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq..

I understand that the information provided in this certification is subject to verification by the AOC. Prior to contract award I may be required to submit proof of the information provided herein. Such proof shall include, but is not limited to, copies of correspondences or written agreements with DVBEs, proofs of mailings, delivery confirmations, etc. Failure to provide adequate verification may constitute grounds for rejection of the proposal.

In making this certification, I am aware that the penalties for violating California Public Contract Code, Section 10115 et seq. and California Military and Veterans Code, Section 999 et seq. include a misdemeanor, civil penalties up to \$50,000, and suspension from participating in future state contracts or projects.

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

Firm Name of Proposer:	
Signature of Person Signing for Proposer	
Name (printed) and Title of Person Signing for Proposer:	
Date:	

**ATTCHMENT D**

**VENDOR'S ACCEPTANCE OR EXCEPTIONS  
TO  
CONTRACT TERMS AND CONDITIONS**

*(Mark the Appropriate Choice)*

\_\_\_\_\_ **Vendor accepts the Standard Provisions and Special Provisions in Attachment B of this RFP without exception.**

**OR**

\_\_\_\_\_ **Vendor proposes the following exceptions to the Standard Provisions or Special Provisions in Attachment A of this RFP:**

NOTE: If exceptions are proposed, vendor must submit a "redlined" version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. The vendor must also provide an explanation/rationale as to why each individual modification is required.

*(List all exceptions)*

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

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

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

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