



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: March 15, 2007

**SUBJECT/PURPOSE
OF MEMO:** REQUEST FOR PROPOSALS
AOC WEB REDESIGN

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):

Project Title: **AOC Web Redesign**
RFP Number: **EOP-0307-RB**

**QUESTIONS DUE
DATE:** Questions may be submitted to solicitations@jud.ca.gov in accordance with Section 3.4 by no later than **1:00 p.m. on April 2, 2007**.
See Section 3.1 for additional key dates

**PROPOSAL DUE
DATE:** Proposals must be received by no later than **1:00 p.m. on April 10, 2007**
See Section 3.1 for additional key dates.

**SUBMISSION OF
PROPOSAL:** Proposals must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP#EOP-0307-RB
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.

Throughout 2006, the AOC conducted an agency-wide Web Site Assessment to evaluate the effectiveness of its web properties, including usability reviews of all external- and internal-facing sites.

The results of the Web Assessment concluded that while AOC Web sites do an excellent job of presenting audiences with necessary and useful information, opportunities for improvement exist around visual design consistency and information design.

The AOC Web communications system consists of several sites that grew independently based on need, rather than systematically, based on a plan. The result is a suite of Web sites that in many cases serve the same audiences, but look dissimilar and operate differently using a variety of navigational designs. Users are therefore forced to learn numerous navigational systems and move from one look and feel to another as they traverse the numerous sites.

The Administrative Office of the Courts is committed to enhancing the user-experience on both our public- and court-facing sites and aspires to become a leader in delivering e-government services related to the judicial system. We are looking for an experienced interactive agency to help us unify many of our sites under a cohesive identity/branding system and to help optimize our existing information design and navigation systems.

Current AOC Web Sites

The following is a list of AOC-maintained Web sites that will be impacted by the scope of work described in this RFP:

1) **California Courts Web-Site** (www.courtinfo.ca.gov)

The California Courts Web site also includes:

- a) The **California Online Self Help Center**: An award-winning online legal resource providing self-help resources in both English and Spanish.
(www.courtinfo.ca.gov/selfhelp)
- b) The **Center for Children, Families & the Court** (CFCC)
(<http://www.courtinfo.ca.gov/programs/cfcc/>)

2) **The Education Portal:** This site is maintained by the AOC Education Division and includes educational materials, course calendars, and online learning curricula. The site also includes:

a) **COMET:** The COMET site (Court Online Mentoring, Education, and Training) is the delivery site for online learning, streaming video, and MOODLE courses.

3) **Serranus**

Serranus is the AOC's password-protected Extranet providing a wealth of information and resources pertaining to court administration. The site is used by Judges, Court Executive Officers, Court Professionals, and AOC staff to share information regarding policies, programs, news, and other court-related initiatives. The site is named for California's first Chief Justice, Serranus Hastings.

4) **Business Extranet:** A collection of five additional small sites also resides on a www2 server. These sites serve partners and clients who exchange court-related information with selected audiences. The content of these sites is not geared to the general public, but neither is it appropriate to place within our password-protected Extranet. Therefore, there's a need to formalize a Business Extranet that utilizes a sub-branding system to indicate the relationship between the Judicial branch and the partnering entity.

More information about the California Courts Web site can be found at:

<http://www.courtinfo.ca.gov/reference/documents/factsheets/CaliforniaCourtswebsite.pdf>

More information about California Courts Online Self-Help Center can be found at:

<http://www.courtinfo.ca.gov/reference/documents/factsheets/selfhelpqa.pdf>

For a complete list of Fact Sheets, visit:

<http://www.courtinfo.ca.gov/reference/factsheets.htm>

2.0 PURPOSE OF THIS RFP

The AOC seeks proposals from all qualified vendors to envision, design, and deliver a new visual identity or “branding” system for all AOC-maintained Web properties, as well as an enhanced, user-centered information design and architecture for all above-mentioned sites.

Project Objectives

The selected vendor will collaborate with the AOC to create and deliver a re-invigorated approach to meeting user needs and expectations across these sites.

For our public-facing sites, (CourtInfo, Self-Help, CFCC), our goal is to improve ease of use, strengthen the “brand” identity of the Judicial branch, and re-envision our online transactions to align user needs with Judicial branch information resources. The AOC is committed to enhancing e-government services. Our goal in this project is to re-assess and enhance how our Web properties can improve access to justice, support self-represented litigants, and provide models for outstanding online user experience that can be leveraged and shared across the Appellate and Trial Court systems of California.

For our internally-facing sites (Serranus, Education Portal, COMET), our goals are to improve ease of use, implement a single, coherent visual identity system across the sites, and significantly improve the user experience by aligning user tasks with an improved information architecture. Today, court professionals are inundated with information. Our web sites need to present relevant information, when it’s needed, in an efficient and streamlined fashion.

The selected vendor will therefore possess outstanding credentials in the areas of both visual design and information design. The selected vendor will also have a strong grounding in customer experience and delivering user-centric design.

In addition, the selected vendor must have demonstrated experience working with sites that utilize one of the top three or four Enterprise Content Management Systems (ECMS) for web publishing.

Finally, the selected vendor will have a strong track-record in providing outstanding project management services to ensure that both end-user and AOC stakeholder goals are achieved and implemented in a timely manner.

Note: *While several deliverables described below include implementation and/or migration to a Content Management System (CMS), this RFP is not intended to solicit bids from any vendor or party offering CMS services or solutions. The AOC is currently in the process of procuring an Enterprise Content Management System under a separate RFP.*

3.0 SCHEDULE OF RFP EVENTS

3.1 The following due dates shall apply to this RFP:

Event	Date
RFP Issuance:	March 15th, 2007
Deadline to submit questions to the Solicitations mailbox:	April 2nd, 2007
Answers to questions posted on the California Courts Website (estimated)	April 4th, 2007
Proposals Due:	April 10th, 2007
Evaluation of Proposals (estimated):	April 17th, 2007
Vendor Selected (estimated):	April 20th, 2007
Contract Negotiations(estimated):	April 23rd to 30th
Commence work	May 15th, 2007

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

<http://www.courtinfo.ca.gov/reference/rfp/> (“California Courts Web site”)

3.3 Proposal Submittal Address:

Judicial Council of California
 Administrative Office of the Courts
 Attn: Nadine McFadden, RFP# EOP-0307-RB
 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 state the recommended change and the vendor's reasons for proposing the change.

Solicitations mailbox: solicitations@jud.ca.gov

- 3.4.2 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified in Section 3.1. Questions or requests submitted after the due date will not be answered.
- 3.4.3 All e-mail submissions sent to the Solicitations mailbox MUST contain the RFP number and other appropriate identifying information in the e-mail subject line. In the body of the e-mail message, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the e-mail subject line may result in the AOC's taking no action on a vendor's e-mail submission.
- 3.4.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of both the questions and the AOC's responses on the California Courts Web site. The AOC reserves the right to edit questions for clarity and relevance.
- 3.4.5 If a vendor's question relates to a proprietary aspect of its proposal and the vendor believes that the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be so notified, at which time the vendor may withdraw the question or restate the question so as to make it non-proprietary or non-confidential.

4.0 SCOPE OF SERVICES

- 4.1 Redesign and re-architecture efforts will focus on all sites mentioned in 1.1 Background section. Services are expected to be performed by the vendor between May 2007 and March 2008.
- 4.2 Project deliverables include but are not limited to:

Information Design and Site Architecture

- 4.2.1 Enhance the information design across all sites. Analyze and recommend improvements to how information is currently organized, updated, and maintained.
- 4.2.2 Architect and deliver an extensible, scalable information architecture to help better organize current content, optimize current tasks, improve overall usability, and accommodate future growth, including either new content and/or additional sub-sites.
- 4.2.3 Optimize search function for each site to offer users better overall performance.
- 4.2.4 Develop a strategy for improving access to extensive web document and image “libraries” (e.g. publications, opinions, videos, photographs, etc.)
- 4.2.5 Design site to maximize utility of web metrics.

Note: *(Usability best practice information regarding government sites can be found at: <http://www.usability.gov/>)*

Graphic Design and Branding

- 4.2.6 Design and deliver a cohesive, extensible visual graphic design and identity system for the www.courtinfo.ca.gov site and all sub-sites within that site (primarily Online Self-Help Center & CFCC).
- 4.2.7 Design and deliver a coherent, extensible visual graphic design and identity system for Serranus that can be extended to our Educational sub sites (CJER Portal, COMET, and MOODLE) as well as various Court-to-Justice-system-partners Web sites (www2 sites/Business Extranet).
- 4.2.8 Create and deliver wireframe prototypes and test sites to evaluate and refine design concepts and site navigation.
- 4.2.9 Deliver design concepts that will facilitate access for users who rely heavily on visual cues, i.e. low literacy and potentially visually impaired users.
- 4.2.10 Develop and deliver a comprehensive, usable, and forward-looking visual design Styleguide that internal AOC staff can utilize to maintain and grow our sites.

Note: *Design and delivery of graphic also implies providing the AOC with all design assets, such as gifs and original PSD files for future maintenance by AOC staff.*

Accessibility

- 4.2.11 Ensure all sites adhere to AOC accessibility standards. We currently follow Federal Section 508 (§1194.22) standards. *(See <http://www.section508.gov/> for a list of the 16 applicable provisions.)*
- 4.2.12 Conduct user-testing and analysis for all new designs and functionality and establish user-testing protocols that can be re-used by the AOC internal Web team.

- 4.2.13 Anticipate future developments in accessibility protocols and design site to accommodate these developments (e.g. multi-language sites, etc.)

Project Management

- 4.2.14 Provide dedicated and accountable project management services, including a dedicated Account or Project Manager to help lead requirements gathering activities and track project milestones and deliverables.
- 4.2.15 Establish a secure staging site to house prototypes and conduct user testing.
- 4.2.16 Support site analytics and integration with the AOC's WebTrends Analytics tool.
- 4.2.17 Provide robust Q/A protocols that will assure quality control over all deliverables, including code and print.

Site Strategy and Assessment

- 4.2.18 Conduct user interviews as needed. Leverage AOC Web Assessment findings and augment existing data with additional interviews, surveys, and testing as needed.
- 4.2.19 Recommend strategies for online collaboration, self-publishing, and online community building throughout the Judicial Branch, utilizing a wide range of interactive tools and approaches.
- 4.2.20 Develop identities and positioning of all AOC-maintained Web sites to ensure appropriateness of content and applicability to each audience type.
- 4.2.21 Work in coordination with the AOC Enterprise Content Management (ECM) implementation team to deliver new sites.

CMS Migration/Implementation

- 4.2.22 Contribute to overall content migration strategy to a new CMS.
- 4.2.23 Contribute to establishing metadata and site taxonomies.
- 4.2.24 Contribute to designing content contributor workflows and approval processes.

Web Publishing Guidelines

- 4.2.25 Update existing AOC Web Guidelines documents (Technical and Content) to reflect new technical specifications (minimum screen resolution, bandwidth considerations, load times, browser independence, etc.) and editorial voice and content strategy.
- 4.2.26 Deliver updated and complete AOC Web Guideline documents.

Current AOC Web Infrastructure:

AOC-hosted sites are housed on Apache 1.3 Web servers, running on a Sun Solaris (Unix)-based platform with an Oracle database backend and ColdFusion 5.0 Application Server. The AOC does not currently host file types that do not

conform to this environment (such as Microsoft FrontPage Extensions, .JSP, .ASP, and .PHP).

Existing AOC Web applications have been developed using the following approved coding standards: HTML 4.0+, JavaScript 1.2+, XML 1.0, CSS 1.0, ColdFusion 5.0, Perl/CGI 5.6.2, Flash 6 or 8, and Java 1.4.1. Newer versions of approved programming languages have also been used in cases where the resulting Web application has not affected the overall user experience on an older browser.

The AOC uses the Google Mini search appliance.

Note: The near-term procurement and implementation of an Enterprise Content Management System may impact and substantially alter the above description.

5.0 EVALUATION OF PROPOSALS

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

a. Experience on similar, large-scale projects

The selected vendor will have a strong track-record envisioning, designing, and implementing Enterprise Web systems. The selected vendor will also demonstrate past success in developing extensible design/identity systems and optimizing information design across large sites. Previous experience with public sector or government agencies strongly desired.

b. Strength of workplan

The selected vendor will submit a concise, articulated workplan that addresses the above scope and includes descriptions regarding account management, project management, and creative processes.

c. Reasonableness of cost projections [or Fee proposal]

The selected vendor will submit a competitive Financial Proposal that is favorable to public sector/non-profit organizations such as the Judicial Branch of California.

d. Credentials of staff to be assigned to the project

The selected vendor will submit staff bios outlining the credentials and accomplishments of those staff who will manage and participate in this project.

e. Ability to meet timing requirements to complete the project

The selected vendor will submit a high-level estimate of time-to-completion, from concept to successful delivery of all desired project deliverables

6.0 SPECIFICS OF A RESPONSIVE PROPOSAL

A proposal in response to this RFP **must** contain all the following elements, to be considered complete:

6.1 One (1) original and five (5) duplicate hard copies of the complete proposal signed by an authorized representative of the company or service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative. In addition to the 6 hard copies, one (1) electronic version of the proposal on CD must be included.

6.2 The proposal must include and be organized into the following major sections:

6.2.1 Contact Information

Respondent/company name, type of business (e.g. corporation, sole proprietorship, non-profit corporation, etc.) address, telephone and fax numbers, and federal tax identification number. Also include resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.

6.2.2 Portfolio of Relevant Work History

A visual and descriptive portfolio detailing applicable Web sites that the respondent has developed, which demonstrate how his or her work experience meets the qualifications required for this project.

6.2.3 Statement of Availability

A list of existing professional time commitments or other professional consulting contracts occurring within the January 2007 – March 2008 time frame.

6.2.4 Customer References

Names, addresses, and telephone numbers of a minimum of 5 clients for whom the consultant has conducted similar services. The AOC may check such references.

6.2.5 Design Proposal

A brief, high-level description of a proposed Web design treatment that takes into account the site objectives and requirements outlined in Sections 2.0 and 3.0, respectively.

6.2.6 Work Process Proposal

A summary of proposer's processes for this Web site development project, with projected time estimates, per deliverable.

6.2.7 Cost Proposal

The cost proposal must include the service provider's proposed fee schedule, hourly rates, and functional titles, and DVBE forms as specified in Section 12. It

is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.

7.0 SUBMISSION OF PROPOSALS

- 7.1 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.
- 7.2 An original and five copies of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative along with one electronic copy on CD.
- 7.3 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP by the due date.
- 7.4 Only written responses received by the due date will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

8.0 RIGHTS

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

9.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews may be conducted by phone or by in-person presentations. The AOC will notify prospective service providers regarding the interview arrangements.

10.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

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

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

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

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 is subject to this participation goal. If it would be impossible for your company to comply, an explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation is required. Your company must complete the DVBE Compliance forms in Attachment C and include the forms with your Cost Proposal. If your company has any questions regarding the forms, you should contact the individual listed in the Submission of Proposal section on the coversheet of this RFP. Information about DVBE resources can be found on the Executive Branch's Internet web site at: <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification, at 916-375-4940.

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

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

4. No Assignment

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

5. Time of Essence

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

6. Validity of Alterations

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

7. Consideration

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

END OF EXHIBIT A

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

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

- A. “**Administrative Director**” refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “**Contract**” or “**Contract Documents**” may be used interchangeably with the term “**Agreement**.”
- E. “**Contract Amount**” means the total amount of the Grant encumbered under this Agreement for any reimbursement by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- G. “**Day**” means calendar day, unless otherwise specified.
- H. “**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.
- I. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- J. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- K. “**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.

- L. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”). The AOC is funding the Grant to the Contractor via this Agreement.
- M. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
- N. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, and materialmen.
- O. “**Suspend Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this Exhibit B.
- P. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- Q. “**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.
- R. “**Work**” or “**Work to be Performed**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

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

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may, upon written Notice to the Contractor, terminate this Agreement in whole or in part. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount appropriated. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

5. Suspend Work

- A. The State may, at any time by written Notice as a Suspend Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) days after the Suspend Work Order is

delivered to the Contractor, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

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

6. Agreement Administration/Communication

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

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

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

TBD

7. Standard of Professionalism

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

8. Acceptance of the Work

- A. The Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for reimbursement, the Program Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time.
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Program Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The

Program Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 of Exhibit F, to notify the Contractor of the Work's acceptability.

- D. If the State rejects the Work provided, the Program Manager shall submit to the Contractor a written rejection using Attachment 1, Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Program Manager requests further change, the Contractor shall meet with the Program Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Program Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

9. Changes and Amendments

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

10. Assignments or Subcontracting

This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions

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

Any substitution or prolonged absence of the personnel who were specifically identified in the original proposal, as accepted, must be approved. Failure to obtain acceptance shall constitute a major breach of this Agreement

11. Accounting System Requirement

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

12. Retention of Records

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

13. Audit

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

14. Confidentiality

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

15. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use 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. The Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims, and liability for patent, copyright, and trade secret infringement.
- C. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Data or Materials supplied by the Contractor or the operation of such Data or Materials pursuant to a current version of Contractor-supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Contractor shall be notified within a reasonable time in writing by the State of any Notice of such claim; and,
 - ii. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- D. 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 such contracts, 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.

- E. The Contractor shall have no liability to 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.

- F. 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.

- G. The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights, or trade secrets.

16. Limitation on Publication

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

17. Limitation on State's Liability

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

18. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and the State reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the State's requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the State shall be treated as if it were "work for hire" for the State, and (b) the Contractor will immediately disclose to the State all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole

or in part, by the Contractor in the course of or related to providing services to the State.

- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the State, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the State. The Contractor agrees to execute any documents required by the State to register its rights and to implement the provisions herein.

19. Ownership of Results

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

20. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
 - i. Workers' Compensation at statutory requirements of the State of residency.

- ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that

effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.

- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

21. Drug-Free Workplace

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

22. Conflict of Interest

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

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

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

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

23. 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.

24. 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.

25. Nondiscrimination/No Harassment Clause

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

26. 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.

27. California Law

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

28. 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.

29. 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.

30. Signature Authority

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

31. 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.

32. Entire Agreement

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

END OF EXHIBIT B

EXHIBIT C
PAYMENT PROVISIONS

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and for allowable expenses, shall not exceed the Contract Amount of \$ TBD , as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State’s acceptance of the Contractor’s proposal and price does not: (i) imply that the State approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Payment for Contract Work

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

Table 1: Firm Fixed Amounts by Task

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

- C. With the exception of certain expenses, in accordance with this Exhibit’s provision 3, Compensation for Allowable Expenses, below, each payment set forth in Table 1, above, shall be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for providing the Work for the State.

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

3. Compensation for Allowable Expenses

- A. The State will reimburse the Contractor for allowable expenses, as set forth in this provision. These expenses are not included in the firm fixed price amount set forth in provision 2, Payment for Contract Work.
- B. The State shall reimburse the Contractor for allowable administrative and operating expenses, as follows:
 - i. The State shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, provided that the Project Manager approves them. These expenses may include communication, clerical assistance, graphics, production, duplicating, and reasonable costs.
 - ii. The cost of overnight or courier mail service is ineligible for reimbursement under the Highway Traffic Safety Program.
 - iii. The total actual amount which the State may reimburse the Contractor for allowable administrative and operating expenses, pursuant to this provision, shall not exceed \$ TBD.
- C. The State shall reimburse the Contractor for allowable transportation, meals, and lodging expenses, as follows:
 - i. The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.
 - ii. The Contractor shall submit a written travel plan to the Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
 - iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
 - iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for

reasonable actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day, plus tax and energy surcharge, when applicable, or \$140.00 per Day, plus tax and energy surcharge, when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.

- v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to \$0.485 (forty eight and one-half) cents per mile.
- vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- vii. The total actual amount which the State may reimburse the Contractor for allowable transportation, meals, and lodging expenses, pursuant to this provision, shall not exceed \$ TBD.

D. The total amount which the State may reimburse the Contractor for allowable expenses, as set forth in this provision, shall not exceed \$ TBD.

4. Direct Expenses

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

5. Other Expenses

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

6. Taxes

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

7. Method of Payment

- A. The Contractor shall submit an invoice for Work provided, upon completion and Acceptance of each task, and approval of allowable expenses, in

accordance with the provisions of this Agreement. The Contractor may bill for Work completed and the State will make payments upon Acceptance of the Work, in accordance with Table 1 of this Exhibit; however, in no event shall the Contractor bill the State more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. The taxpayer identification (Contractor's social security number);
 - v. A description of the completed Work, including services rendered, Task(s) performed, Deliverable(s) made, and/or expenses incurred, as appropriate;
 - vi. The dates Work was performed or expenses were incurred;
 - vii. The contractual charges, including the appropriate pricing allowable under this Contract; and,
 - viii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
- D. Invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

8. Payment Does Not Imply Acceptance of Work

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

9. Deadline for Final Invoice

In order to comply with the requirements of the Grant, the State requires that Work must be completed and the Contractor's final invoice must be received by AOC's Accounts Payable no later than August 30, 2007.

10. Disallowance

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

END OF EXHIBIT C

**EXHIBIT D
WORK TO BE PERFORMED**

1. Scope of Work

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

Table 1: Description of Tasks and Due Dates

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

2. Progress Reports

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

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

3. Contractor's Responsibilities

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

4. AOC Responsibilities

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

END OF EXHIBIT D

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

ATTACH KEY PERSONNEL RESUME'S HERE

END OF EXHIBIT E

**EXHIBIT F
FORMS**

ATTACH ACCEPTANCE AND SIGNOFF FORM HERE

END OF EXHIBIT F

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

1.0 General

- 1.1 This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for sixty (60) days following the deadline for its submission.
- 1.2 In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

2.0 Proposal Submission

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

3.0 Communications with AOC Regarding the RFP

Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, vendors shall use the “Solicitations Mailbox,” identified on the cover memo of this Request for Proposals (solicitations@jud.ca.gov), for any communications with the AOC regarding the RFP. Vendors must include the RFP Number in subject line of any communication.

4.0 Errors in the RFP

- 4.1 If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC’s “California Courts” web site (<http://www.courtinfo.ca.gov/reference/rfp/>)
- 4.2 If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

5.0 Addenda

- 5.1 The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the California Courts website <http://www.courtinfo.ca.gov/reference/rfp/>. It is each vendor’s responsibility to inform itself of any addendum prior to its submission of a proposal.
- 5.2 If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP (solicitations@jud.ca.gov), no later than one (1) day following issuance of the addendum.

6.0 Withdrawal and resubmission/modification of proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the

cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

7.0 Errors in the Proposal

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

8.0 Rights to Reject or Award Proposals

- 8.1 The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- 8.2 In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One (1) copy of a submitted proposal will be retained for official files and becomes a public record.
- 8.3 Vendors are specifically directed NOT to contact any AOC or its personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the vendor's proposal.

9.0 Evaluation process

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

- 9.2 If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.
- 9.3 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.
- 9.4 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.
- 9.5 During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

10.0 Protest procedure

- 10.1 **General**
Failure of a vendor to comply with the protest procedures set forth in this Section J, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- 10.2 **Prior to Submission of Proposal**
An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment 1 prior to submitting the protest. Failure to do so may be grounds for denying the protest.
- 10.3 **After Notice of Intent to Award/Not to Award**

A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:
 - a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;

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

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

10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

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

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

10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects

to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

10.6 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.

10.7 Appeals Process

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

The justification for appeal is specifically limited to:

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

The vendor's request for appeal shall include:

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

Upon receipt of a request for appeal, the AOC's Business Services Manager will

review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

10.8 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.

11.0 Disposition of materials

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

12.0 Payment

- 12.1 Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
- 12.2 **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.

13.0 Award and Execution of Agreement

- 13.1 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.
- 13.2 The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost/pricing.
- 13.3 The AOC will make a reasonable effort to execute any contract based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
- 13.4 A vendor submitting a proposal must be prepared to use the attached Contract Terms rather than its own contract form.
- 13.5 Upon award of the agreement, the agreement shall be signed by the vendor(s) in two (2) original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form or prior to end of June if award is to encumber funds prior to fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

14.0 Failure to Execute the Agreement

Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

15.0 Decision

Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Solicitations Mailbox (solicitations@jud.ca.gov).

16.0 News releases

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

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

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

Yes _____ (Complete Parts A & C only)

No _____ (Complete Parts B & C only)

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

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

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

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

Percentage of Total Contract Cost: DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

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

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART C – CERTIFICATION *(to be completed by ALL 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 definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

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

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

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