



Request for Proposal For Legal Services

Regional Government Services
P.O. Box 1350
Carmel Valley, CA 93924
650.587.7300
www.rgs.ca.gov

June 18, 2018

I. INTRODUCTION

A. Purpose

California Automated Consortium Eligibility System (“CalACES”), a Joint Powers Authority (“JPA”), is interested in receiving proposals from interested and qualified Proposers to advise, assist, and represent the JPA for both: Option A. CalACES General Legal Counsel, to be provided on a full-time basis; and Option B. CalACES Specialty and Ancillary Legal Services, to be available on an as-needed basis. Proposers may submit a Proposal for Option A and/or Option B. The number of contracts awarded will be determined by the quality of the proposals received. Proposals may be from sole proprietors or firms of any size.

B. RFP Contact and Facilitator for the Evaluation Panel

All correspondence, including Proposals and questions, must be submitted to the **RFP Contact** and **Facilitator** identified below:

Kay Randolph-Pollard – Recruitment Team Lead and Advisor – Human Resources
Regional Government Services (“RGS”)
P.O. Box 1350, Carmel Valley, CA 93924
650-587-7300 x78
krandolphpollard@rgs.ca.gov

E-mail communication may be used to submit questions only. Proposals will not be accepted by email. Proposals must be submitted electronically to the portal on the RGS web site at <http://www.rgsjpa.org/request-for-proposal-rfp-services/>. For assistance uploading proposals, please contact Kay Randolph-Pollard as noted above, an RGS representative will respond within 24 hours during the proposal submission period and within 2 hours on the proposal deadline date.

C. Contract Term

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The Contract period will be for a five (5) year period beginning on August 27, 2018 through June 30, 2023. The contract(s) may be extended for additional term(s) not to exceed five (5) years in increments of between one (1) year and five (5) years.

D. Minimum Proposer Requirements

All Proposers must:

1. Be an experienced attorney and maintain active membership in the State Bar of California.
2. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. Have the ability to maintain adequate files and records and meet security, confidentiality, and statistical reporting requirements.
4. Have the legal, administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have at least five (5) years’ experience providing this type of service.

E. Location of Work

The location(s) the work will be performed, completed and managed is/are at the Proposer’s site and/or at CalACES offices in Rancho Cordova and Los Angeles, CA, for Option A, and at the Proposer’s site for Option B.

The Proposer should include in its price proposal, Attachment E, costs sufficient to pay its personnel and travel to outside the local area for Options A and/or B.

F. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the deadline for receipt of proposals.

II. PROPOSAL TIMELINE

Release of RFP	June 18, 2018
Deadline for Submission of Questions	5:00 p.m., June 25, 2018
Tentative Date for Responses to Questions	July 3, 2018
Deadline for Proposals	5:00 p.m., July 11, 2018
Date for Tentative Contract Award	August 2018

III. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals submitted shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

C. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP Contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section I, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

D. Incurred Costs

CalACES is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

E. Amendments/Addenda to RFP

CalACES reserves the right to issue addenda or amendments to this RFP if CalACES considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

F. Best Value Evaluation

As established in this solicitation, CalACES realizes that criteria other than price are important and will award contract(s) based on the proposal(s) that best meets the needs of CalACES. The optimal

combination of quality, price, and various qualitative elements of required services will provide CalACES the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. CalACES may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of CalACES. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

A proposal shall not be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by CalACES to be immaterial or inconsequential, CalACES may choose to accept the proposal.

Minor informalities may be waived by CalACES when they:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or CalACES may elect to waive the deficiency and accept the proposal.

This RFP does not commit CalACES to award a contract. CalACES reserves the right to reject any or all proposals if it is in the best interest of CalACES to do so. CalACES also reserves the right to terminate this RFP process at any time.

H. Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Facilitator are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

I. Public Records Act

All Proposals and other material submitted become the property of CalACES and are subject to release according to the California Public Records Act (Government Code 6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming public information.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it may clearly mark that portion "Confidential" or "Proprietary" and enclose that information in a separate electronic folder clearly marked "Confidential or Proprietary." The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. CalACES will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and CalACES might not deny public disclosure of any portion of proposals so marked.

By submitting a Proposal with portions marked “Confidential” or “Proprietary,” a Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse CalACES for, and to indemnify, defend and hold harmless CalACES, its officers, employees and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature arising from or relating to CalACES non-disclosure of any such designated portions of a Proposal.

J. Disclosure of Criminal and Civil Proceedings

CalACES reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. CalACES also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to CalACES. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

K. Debarment and Suspension

Proposer certifies in Attachment D that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with any governmental agency in California in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

L. Restrictions of Lobbying

Proposer certifies in Attachment E, any lobbying activities. As a recipient of federal funds based on pass-through funding, CalACES certifies its compliance with the influencing restrictions and efforts of

Proposer to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

Each Proposer is required to complete and submit to CalACES the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the successful Proposer did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to CalACES. This form should be completed and submitted with the proposal. Failure to provide the completed and signed forms will result in the proposal removal from consideration.

M. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the CalACES Board of Directors.

IV. DEFINITIONS

PROPOSAL: The offer to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

CALACES: California Automated Consortium Eligibility System, a joint powers authority comprised of forty (40) California counties.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by CalACES.

FACILITATOR FOR THE EVALUATION PANEL: A designated individual from Regional Government Services may serve as Facilitator for the Evaluation Panel.

REQUEST FOR PROPOSAL (RFP): The request for an offer from prospective Contractors which will indicate the general terms which are sought to be procured from the Contractor. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: Any document used to obtain proposals for the purpose of entering into a contract.

SUBCONTRACTOR: A person, partnership or company, not in the employment of or owned by Contractor who is performing services under this contract or under a separate contract with or on behalf of Contractor.

PROPOSER – VENDOR – CONTRACTOR

During the RFP process, the Vendor community is notified of the RFP. When a business or individual submits a proposal, it is then a Proposer. When a Proposer is selected for award, the terminology most often used is Contractor.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The California Government Code permits two or more public agencies to enter into an agreement for the joint exercise of powers; and the California Welfare and Institutions Code declares the administration of public social services in each of the several counties of the state to be a county function and responsibility.

In December 1998, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together to create the California Statewide Automated Welfare System Consortium IV ("C-IV"), a joint powers authority for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the four Counties, as provided in the Welfare and Institutions Code.

In June 2007, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

November 2012, the County of Los Angeles entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs. The LEADER and LRS were locally managed by Los Angeles County's Department of Public Social Services, under the LEADER consortium.

California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, required that the prior thirty-nine (39) C-IV Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties.

Therefore, on September 1, 2017, the forty (40) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined together and formed the CalACES Consortium "CalACES", which replaces the LEADER and C-IV Consortia, in compliance with California Assembly Bill ABX1 16 (2011). The single automated welfare system when completed, will also be known as CalACES, and will exist when the migration occurs from C-IV to LRS.

CalACES has the powers that are common to all the Member Counties, and is a public entity separate from the Members Counties. Pursuant to Government Code section 6509, the manner of exercising CalACES' powers are subject to the restrictions of one of its Members Counties, which CalACES has designated as San Bernardino County.

The purpose of CalACES is for the design, development, implementation, migration, interface, and on-going operation and maintenance of the automated welfare systems used by the Member Counties, currently the C-IV System and the LRS and eventually CalACES. The Migration Development & Implementation ("D&I") project will conduct the design, D&I activities for a combined 40-County single code base, singular database, and unified data center functioning and operating in a Cloud environment.

The CalACES system when completed will support the consortium counties and the state automated welfare systems, as provided in the Welfare and Institutions Code by integrated automation of a variety of

functions (e.g. eligibility determination, benefit computation, benefit distribution, case management, and reporting) and/or the programs supported (e.g. provide support for the administration of programs such as Medi-Cal, California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh/Supplemental Nutrition Assistance Program (SNAP), Cash Assistance Program for Immigrants (CAPI), Foster Care, Refugee Cash Assistance, Kinship Guardianship Assistance Program (KinGAP), California Food Assistance Program (CFAP), General Assistance/General Relief (GA/GR), and Adoption Assistance.)

CalACES has received part-time legal services from the San Bernardino County Counsel's Office since 1998 and is now seeking an independent full-time General Counsel (Option A), as well as the services of outside specialized and ancillary legal counsel (Option B) to be available on an as-needed basis. These legal positions may be sometimes referred to herein as "Consultant attorney(s)" or "Consultant attorneys".

B. PROJECT DESCRIPTION

1. CalACES General Counsel (Option A)

CalACES seeks a qualified attorney to provide legal services for the agency as its General Counsel. The General Counsel shall serve as the legal advisor and counsel to the CalACES Consortium (JPA) and the Board of Directors. The General Counsel will advise and assist the Board of Directors and staff on various matters, in addition to general governance, and board policy and mandates, which include but are not limited to the areas of law described herein. For example, matters as they relate to the Ralph M. Brown Act (Gov. Code 54950 et seq.), which governs meetings conducted by local legislative bodies as well as the JPA's foundation documents such as the Joint Exercise of Powers agreement and amendments, the Memorandum of Understanding between the JPA and the Member Counties and the JPA's Bylaws. The General Counsel reviews all contracts for approval as to form and will advise and oversee all legal matters on behalf of the JPA. The successful bidder will have experience in municipal and/or other local public sector law, be experienced in overseeing government procurements, negotiating contracts, advising on conflict of interests and the Political Reform Act and FPPC Regulations, information technology, trademark law, computer security, data privacy, drafting and reviewing legislation, and California Public Records Act compliance. The General Counsel will also be required to actively participate in the JPA's transition from a forty (40) Member Counties JPA to a fifty-eight (58) Member Counties JPA, which will include educating all fifty-eight County Counsel Offices and their staff, for approval by fifty-eight (58) Counties' Boards of Supervisors. The General Counsel will participate in meetings on behalf of the JPA with other public agencies as needed. It is anticipated that the workload to provide these services will be approximately 40 hours a week, with necessary communication to take place during normal business hours, either remotely or on-site as needed, and with the potential for occasional emergency communication.

2. CalACES Specialty and Ancillary Legal Services (Option B)

CalACES seeks qualified attorneys and/or law firms to provide legal services for the agency as described below. CalACES needs qualified attorneys for specialty and ancillary legal services. At this time there is no set project requiring these services, however, when needed, it is expected that communication for these services would take place during normal business hours, either remotely or on-site as needed, and with the potential for occasional emergency communication. Specialty and ancillary legal services may be required in the following areas, as needed:

- a) Information Technology, security and emerging technologies
- b) Intellectual property
- c) Trademark and Copyright law
- d) Litigation Services
- e) HIPPA expertise
- f) Americans with Disabilities Act
- g) Public Finance

- h) Public Employee Law
- i) Labor and Employment
- j) Workers' Compensation
- k) Civil Rights
- l) Leases/Real Estate

C. CONFLICTS OF INTEREST

Due to potential conflicts of interest, the Proposer cannot be in an adversarial position with the JPA's Member Counties nor the remaining eighteen (18) California counties. Accordingly, each Proposer shall certify that the Proposer, its shareholders, partners or employees does not represent any individual, agency or entity within the State of California, that is currently engaged in litigation, or where there is anticipated litigation, against the fifty-eight (58) California counties.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted. For procurement questions involving electronic submission, please contact the RFP contact identified in Section I, Paragraph A - Purpose.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals will be opened after the deadline and evaluated as stated in this solicitation.
4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
5. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Presentation

All proposals must be submitted as an 8 ½ x 11 formatted pdf electronic file. Each page, including attachments, must be clearly and consecutively numbered. All Proposals must clearly identify the selection of Option A, Option B, or both Options A and B.

2. Cover Page

Attachment A is to be used as the cover page.

3. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Statement of Certification

Include the following on Attachment B:

- a. A statement that the offer made in the proposal is firm and binding for 270 days (9 months) from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle CalACES to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide CalACES with any other information CalACES determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

This form must be fully completed and signed by an authorized officer of the Proposer.

5. Statement of Experience and Qualifications

Include the following in this section of the proposal:

- a. Business name of the Proposer and legal entity such as corporation, partnership, sole proprietor, etc.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section X, TERMS AND CONDITIONS Paragraph A, 20.

7. Financials

Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

8. Project Team Organization Chart

An organization chart illustrating the project team shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience

9. Proposal Description

The proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of CalACES needs and how the Proposer plans to meet these.
- b. A detailed statement of Proposer's past experience providing the proposed services (and product, if applicable).
- c. An explanation of any assumptions and/or constraints.

10. Cost

Complete proposed pricing on Attachment F for Option A and/or Option B.

11. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

12. References

Provide five (5) references from other agencies that you have established a contract with on a project of this nature for Option A and/or Option B, of same or similar size as CalACES. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment G.

13. Exceptions to RFP

Complete Attachment H.

14. CERTIFICATION OF RESTRICTIONS ON LOBBYING

Complete Attachment E.

VII. EVALUATION FOR OPTION A AND OPTION B

Proposals will be subject to an Initial Review to confirm responsiveness by determining whether each proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain for requirements.

The evaluation process includes the following categories and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

A. Evaluation Criteria

1. **Initial Review** (Pass/Fail) - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph D-Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by CalACES to be immaterial or inconsequential, CalACES may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or CalACES may elect to waive the deficiency and accept the proposal.

B. Qualifications and Experience

Weight: 35%

Considerations:

- Company background and reputation, qualifications in legal services detailed in the scope, and experience with similar projects and entities.
- Describe the Proposer(s) process for continued education and training. Also, describe the firm's background, and drug and alcohol testing procedures and policy.

C. Financial Review

Weight: 5%

Considerations: Applies when financial stability and responsibility is deemed pertinent to the intended contract award, at the sole discretion of CalACES. CalACES' financial staff may provide additional expertise in the evaluation of statements and/or tax information.

D. Technical Review

Weight: 30%

Considerations:

- Statement of understanding of CalACES' needs, work plan, scheduling, technical specifications and functionality, quality control, training, risk management, and value-added aspects.
- Proposers demonstrated capability of performing highest quality work to achieve CalACES objectives.
- Ability to advise on the various areas of legal expertise as detailed in the scope.
- Demonstrated ability to perform legal services of a similar nature; with experience working with similar public agencies, including JPA's and other entities with multiple public agencies members.
- Ability to participate in meetings on behalf of the JPA with other public agencies as needed.
- Ability to perform legal research, preparation for meetings and/or hearings, and review of documents and other evidentiary materials.
- Ability to perform secretarial and clerical support services necessary to perform the legal representation in a professional manner.
- Ability to provide services in a timely and responsive manner.

E. Cost Evaluation

Weight: 20%

Considerations:

- The primary consideration will be the effectiveness of the Proposer in the delivery of the services (and product, if applicable) based on demonstrated performance. Other factors may include the likelihood of change orders or contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to deliver a project on time and within budget.
- Procedures for delegating work and the types of work given to paralegals, law clerks, and associates as needed in order to provide cost-effective services to CalACES.
- The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of hourly rates; basis on which prices are quoted.

F. References

Weight: 10%

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

CalACES may, at its sole discretion, create a shortlist of proposals for further evaluation; require an oral interview, presentation, or demonstration; utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

CalACES will establish an evaluation panel with responsibility for reviewing all proposals and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

CalACES may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After final evaluation, negotiations may be conducted with the Proposer of the highest-ranked proposal for Option A and Option B. Negotiations, if held, shall be within the scope of work in the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, CalACES may terminate negotiations and negotiate with the Proposer of the next highest-ranked proposal.

If the contract negotiations take place in California, the Proposer will be responsible for its travel and per diem expenses.

B. Failure to Negotiate

If the selected Proposer does any of the following:

- Fails to provide the information required to begin negotiations in a timely manner; or
- Fails to negotiate in good faith; or
- Indicates it cannot perform the contract within the budgeted funds available for the project; or
- If the Proposer and CalACES, after a good faith effort, simply cannot come to terms,

Then CalACES may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The NOIA also begins the 10-calendar day appeal period.

D. Review of Financial Performance

As indicated in Section VII, Paragraph 2, financial information may be used to evaluate and select the proposal(s) deemed to be in CalACES best interest. Alternatively, at CalACES sole discretion, the financial performance of the intended contractor(s) may be assessed prior to contract award. Financial performance deemed unsatisfactory by CalACES may result in non-award or a recommendation for award to another Proposer(s).

E. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the RFP Contact. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of CalACES to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to the RFP Contact:

Kay Randolph-Pollard – Recruitment Team Lead and Advisor – Human Resources
Regional Government Services (“RGS”)
P.O. Box 1350, Carmel Valley, CA 93924
650-587-7300 x78
krandolphpollard@rgs.ca.gov

RGS’ management staff shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision made by RGS’ management staff shall be deemed final.

A Proposer appealing the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Appeal”, the Proposer has agreed that the procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Appeals that do not follow these procedures shall not be considered. The appeal procedures constitute the sole administrative

remedy available to the Proposer under this procurement. Upon exhaustion of this remedy no additional recourse is available.

Upon receipt of the formal appeal, the RFP Contact, or his/her designee, will attempt to resolve the protest. A protest shall be disallowed when, in the judgment of the RFP Contact it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

X. TERMS AND CONDITIONS

Contractor(s) will be required to enter into a formal agreement with CalACES. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and CalACES agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment I – Exceptions to RFP.

A. General

1. Agreement Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and CalACES.

2. Agreement Assignability

Without the prior written consent of CalACES, the Agreement is not assignable by Contractor either in whole or in part.

3. Agreement Exclusivity

This is not an exclusive Agreement. CalACES reserves the right to enter into an agreement with other Contractors for the same or similar services. CalACES does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Agreement.

4. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony and are not proven substance abusers; and (c) are not otherwise disqualified from performing the Services under applicable Law. If requested by CalACES and not in violation of applicable Law, Contractor shall conduct a background check on all its personnel providing Services to verify compliance with the preceding requirements and shall review the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet criteria acceptable to CalACES, in CalACES sole discretion, shall not be assigned to work on

CalACES property, and CalACES shall have the right, at its sole option, to refuse access to any Contract personnel to any CalACES facility.

6. Key Personnel

- (a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as “Key Personnel” and are those persons whose resumes were submitted for evaluation of the Proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.
- (b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the CalACES Executive Director and shall, subject to the concurrence of the CalACES Executive Director, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- (c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the CalACES Executive Director or needed by him to approve or disapprove the proposed substitution. The CalACES Executive Director will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- (d) If the CalACES Executive Director determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the CalACES Executive Director for default or for the convenience of CalACES, as appropriate, or, at the discretion of the CalACES Executive Director if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate CalACES for any resultant delay, loss or damage.

7. Change of Address

Contractor shall notify CalACES in writing of any change in mailing address within ten (10) business days of the change.

8. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

9. Compliance with CalACES Policy

In performing the Services and while at any CalACES or Member County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of CalACES regarding safety and health and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of CalACES; and (d) abide by all Laws applicable to CalACES and Member County facilities and/or the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, “CalACES Policies”). CalACES Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting

at a CalACES facility, electronic posting, or other means generally used by CalACES to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of CalACES Policies to Contractor personnel to the extent necessary and appropriate.

CalACES shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by CalACES in order to exercise any right of access under this Contract.

10. Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

11. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to CalACES inquires within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of CalACES. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

12. CalACES Legal Billing Review. CalACES shall have the right to review and audit all billing statements prior to or after payment to Contractor. This review may include, but not be limited to CalACES':

- a. Determination that the hourly fee charged is consistent with the Contract's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that the bill is clearly divided into billing rate categories based on hours worked on each activity for each day by each attorney/person and costs which Contractor have advanced to witnesses, consultants and experts, depositions, transcript expenses, and other reimbursable expenses; and
- d. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CalACES determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CalACES shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.
- e. CalACES Executive Director and other authorized CalACES representatives shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Contractor shall cooperate with CalACES Executive Director and other authorized CalACES representatives in the implementation, monitoring and evaluation of the Contract and shall comply with any and all reporting requirements established by CalACES Executive Director and other authorized CalACES representatives. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by CalACES Executive Director and other authorized CalACES representatives for a period of three years after final payment under the Contract or until all pending CalACES audits are completed, whichever is later.

13. **Costs and Expenses.** Contractor shall bill for their costs and expenses on a pass-through basis as an advance by Contractor and without any profit or other mark-up.
- a. **Reimbursable ordinary costs and expenses** shall be limited to:
 1. Deposition fees;
 2. Transcript fees;
 3. Process service;
 - b. **Reimbursable extraordinary costs and expenses** shall include charges for which attorney(s)/person(s) have obtained CalACES Executive Director's prior approval. Such expenses shall be limited to:
 1. Consultants, investigators, and experts, their travel, lodging and meals;
 2. Witnesses, their travel, lodging and meals;
 3. Attorneys out of local area travel, lodging and meals;
 4. Any expense item estimated to equal or exceed Five Hundred dollars (\$500.00).
 - c. **Non-reimbursable costs and expenses** shall include, but not be limited to:
 1. Rent, utilities, word processing, couriers, telephone charges, office supplies, support staff, local area travel, lodging and meal expenses, alcoholic beverages of any kind (beer, wine, etc.), Westlaw, Lexis or other provider charges for legal research, postage, faxes and photocopying/document reproduction costs of any type;
 2. Charges for time spent to provide necessary information for monthly billing statements and CalACES audits or billing inquiries; and,
 3. Charges for work performed and otherwise reimbursable extraordinary costs and expenses which had not been authorized by CalACES Executive Director. Such work and costs/expenses shall be a gratuitous effort by Contractor.
 4. The "local area" is defined as any place within fifty (50) miles of any Contractor's office and the CalACES offices in Rancho Cordova and Los Angeles, CA.
14. **CalACES Executive Director's Authority.** Except as specifically limited herein to CalACES or CalACES' Board of Directors, CalACES' Executive Director shall have the authority to exercise all CalACES rights and authority under the Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Additionally, the CalACES Executive Director may approve reimbursable costs and expenses under Subparagraph 12b, above.

15. **Damage to CalACES Property, Facilities, Buildings or Grounds**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to CalACES vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, CalACES may make any necessary repairs. Contractor, as determined by CalACES, for such repairs shall repay all costs incurred by CalACES, by cash payment upon demand or CalACES may deduct such costs from any amounts due to the Contractor from CalACES.

16. **Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, Contractor agrees that the Contractor and the Contractor's employees, while performing service for CalACES, on CalACES property, or while using CalACES equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for CalACES on CalACES property, or using CalACES equipment, of CalACES objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for CalACES.

CalACES may terminate for default or breach of this agreement and any other agreement the Contractor has with CalACES, if the Contractor or Contractor's employees are determined by CalACES not to be in compliance with above.

17. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

18. Employment Discrimination

During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and CalACES laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. Ethical Behavior

Contractor shall make all reasonable efforts to ensure that no CalACES or Member County's officer or employee, whose position in or association with, CalACES enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of CalACES or Member County's in an attempt to secure favorable treatment regarding this Agreement.

CalACES, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of CalACES or Member County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a CalACES or Member County's officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to CalACES' Executive Director. In the event of a termination under this provision, CalACES is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event CalACES determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Contractor will notify CalACES immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

23. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

24. Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by CalACES to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Agreement; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Agreement. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

25. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

26. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with CalACES may be made or used without prior written approval of CalACES.

27. Representation of CalACES

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of CalACES.

28. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

29. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from CalACES. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain CalACES written consent, which CalACES may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the deliverables and/or services to CalACES. At CalACES request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by CalACES, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to CalACES for its subcontractors and shall indemnify CalACES for the actions or omissions of its subcontractors under the terms and conditions specified in Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to Section A.

For any subcontractor, Contractor shall:

- 29.1 Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
- 29.2 Ensure that the subcontractor follows CalACES reporting formats and procedures as specified by CalACES.
- 29.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Agreement for any reason, CalACES will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractor's from entering into direct agreements with CalACES.

30. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or CalACES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and CalACES further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for CalACES.

31. Termination for Convenience

CalACES for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to CalACES and transfer title (if necessary) all completed work, and work in

progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

32. Time of the Essence

Time is of the essence in performance of this Agreement and of each of its provisions.

33. Uniform Commercial Code

Except to the extent the sections of this Agreement are clearly inconsistent, the Uniform Commercial Code shall govern this Agreement. To the extent this Agreement entails delivery or performance of services, such services shall be deemed “goods” within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Agreement and the Uniform Commercial Code, the terms and conditions of this Agreement shall take precedence and shall prevail unless otherwise provided by law.

34. Venue

The venue of any action or claim brought by any party to this Agreement will be in the Superior Court of California, in either: Los Angeles, County, Los Angeles District; Sacramento County, Sacramento District; or San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, in either: Los Angeles, County, Los Angeles District; Sacramento County, Sacramento District; or San Bernardino County, San Bernardino District.

35. Work Product

CalACES shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge CalACES as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of CalACES. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with CalACES prior to publication.

All artwork, proofs and/or negatives in either print or digital format for this product are the property of CalACES. These items must be returned to CalACES within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, CalACES is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by CalACES) and hold harmless CalACES and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CalACES on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to CalACES “active” as well as

“passive” negligence but does not apply to CalACES “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming CalACES and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for CalACES to vicarious liability but shall allow coverage for CalACES to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against CalACES, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against CalACES.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CalACES.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and CalACES or between CalACES and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to CalACES’ Executive Director evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CalACES, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within five (5) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by CalACES, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by CalACES.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, CalACES has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any

premiums paid by CalACES will be promptly reimbursed by the Contractor or CalACES payments to the Contractor(s)/Applicant(s) will be reduced to pay for CalACES purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by CalACES. The CalACES Executive or his designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever CalACES that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of CalACES. In addition, if CalACES determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the CalACES Executive Director or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CalACES, inflation, or any other item reasonably related to CalACES risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CalACES to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CalACES.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

The Contractor shall have a program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to CalACES that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by CalACES Executive Director.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.

- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse, and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved CalACES entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

CalACES, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with

CalACES in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by CalACES.

In the event CalACES determines that Contractor's performance of its duties or other terms of this contract are deficient in any manner, CalACES will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or CalACES at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under this contract or otherwise.

2. Availability of Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Agreement.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

- 3. Copies of Work Attorneys Will Provide to CalACES.** Attorneys must promptly provide CalACES with copies of all:
- a. Pleadings and legal memoranda prepared in connection with any CalACES matter hereunder;
 - b. Court rulings; and
 - c. Significant correspondence and information related to any CalACES matter hereunder, specifically including, but not limited to responses to CalACES or independent auditors concerning pending or threatened litigation and/or unasserted claims and assessments.

D. Correction of Performance Deficiencies

- 1. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify CalACES within one (1) working day, in writing and by telephone.
- 2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.
- 3. Contractor Primary Contact and CalACES Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and CalACES Representative are not successful in resolving the dispute, negotiations shall be conducted by the CalACES Executive, or designee and the highest-level executive for Contractor. If these representatives are unable to resolve the dispute within ten days after the representative have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, CalACES may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalACES; and/or
 - b. Withhold funds pending duration of the breach; and/or
 - c. Offset against any monies billed by Contractor but yet unpaid by CalACES; and/or
 - d. Terminate this Agreement immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, CalACES may proceed with the work in any manner deemed proper by CalACES. The cost to CalACES shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid by the Contractor upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – CalACES PROPOSAL CHECKLIST

Proposer Name _____

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Proposal Checklist	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Debarment or Suspension Certification	
5.	Attachment E – Certification of Restrictions on Lobbying	
6.	Attachment F – Cost information for Options A, B, or Both	
7.	Attachment G – References for Option A, B, or Both	
8.	Attachment H – Exceptions to RFP	
9.	Attachment I - Financials (Two Years)	

ATTACHMENT B STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to CalACES.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 270 days (9 months) from the date the proposal is opened.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle CalACES to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide CalACES with any other information CalACES determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	I have reviewed the RFP, General Contract and Standard Services Agreement Terms in their entirety and have no exceptions to any requirements, terms, or conditions. (Please identify and list any specific exceptions to content or language by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Add as many pages as required.)		

Proposer Name _____ **Proposer Email Address** _____
Address _____ **Telephone # ()** _____
FAX # () _____ **Federal Tax ID :** _____
RFP Contact: _____
Name of Authorized Representative: _____
Title of Authorized Representative: _____

Signature of Authorized Representative: _____
Date: _____

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to RFP Contact if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to CalACES, CalACES may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with CalACES or any California County, during the past twenty-four (24) months at a minimum.

**Printed Name of
Representative:**

Title:

Signature:

Date:

ATTACHMENT E
CERTIFICATION OF
RESTRICTIONS ON LOBBYING

The CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2018

Name of Contractor: _____

Signature of Contractor: _____ Date: _____

(SIGN HERE)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known:</p> <p>Congressional Agency, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name, and Address of Prime:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

DISCLOSURE OF LOBBYING ACTIVITIES - CONTINUATION SHEET

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional Agency, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional Agency, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - A. Enter the full names of the individual(s) performing services and include full address if different from 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**ATTACHMENT F – COSTS
(Option A and B)**

Section 1

Prepare an Exhibit “A” list of standard hourly billing rates for Options A and B Proposals.

Exhibit “A”

Standard Hourly Billing Rates

Partners:

Associates:

Paralegals:

Legal Secretary:

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

Section 2

**Monthly Billing Estimate
(Option A)**

Prepare an estimate for monthly cost of services to be provided for an “Option A” Proposal.

Each monthly estimate should be based on the assumption of providing General Counsel services for CalACES as defined in the Scope under Option A. In addition to a total monthly estimate, we ask that you provide a detailed breakdown as to how you arrived at your total monthly estimate. The detail should include estimated staff hours billed based on submitted Standard Hourly Billing Rates, Exhibit A; and reimbursable expenses as allowed in the agreement.

NOTE: CalACES is able to provide, as needed, work space at both the Rancho Cordova and Norwalk office locations when Contractors are onsite.

ATTACHMENT G - REFERENCES

Name of Agency	Options	Contact Name/Address	Phone Number	Dates services provided (from/through*)
	<input type="checkbox"/> Option A <input type="checkbox"/> Option B			
	<input type="checkbox"/> Option A <input type="checkbox"/> Option B			
	<input type="checkbox"/> Option A <input type="checkbox"/> Option B			
	<input type="checkbox"/> Option A <input type="checkbox"/> Option B			
	<input type="checkbox"/> Option A <input type="checkbox"/> Option B			

Provide a minimum of five (5) customer references you have contracted with, providing the same service as requested in this RFP.

In the Options column, please check the option indicating the ability of the reference to provide qualifying information related to the services you are proposing to provide.

*Enter “**Present**” if still providing the services (Example: 10/08/03/present).

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

EMAIL _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP, Sample Standard Services Agreement, and General Terms and Conditions in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT I – SAMPLE STANDARD SERVICES AGREEMENT

THIS Contract is entered into in the State of California by and between California Automated Consortium Eligibility System, hereinafter called the CalACES, and

Name _____ Address _____ Telephone () - _____	hereinafter called	_____ _____ _____
Federal ID No. or Social Security No. _____		

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, CalACES has determined that it is in the best interest of CalACES to retain Attorneys to advise and assist in the representation of CalACES in all legal matters, including administrative actions and civil actions (and the threat of same) in connection with [redacted] and such other matters as may be assigned; and,

WHEREAS, Attorneys have special skills, knowledge, experience, and expertise in the area of [redacted] necessary to effectively advise, assist, litigate, and otherwise represent the Agency on such matters.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Representation of Agency.

a. CalACES hereby retains the services of Attorneys to advise, represent and assist in the representation of CalACES, its officers and employees in the matters referred to above in the first WHEREAS clause, and to provide such other advice, services and representation on other matters as may be assigned by CalACES Board of Directors and CalACES Executive Director.

b. It is understood that Attorneys, in Attorneys performance of any and all duties under this Contract, except as otherwise specifically provided in this Contract, have no authority to bind CalACES to any agreements or undertakings.

c. In the performance of all services under this Contract, Attorneys shall be, and acknowledge that Attorneys are, in fact and law, independent contractors and not agents or employees of CalACES. Attorneys have and retain the right to exercise full supervision and control of the manner and methods of providing services to CalACES under this Contract. Attorneys retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting Attorneys in the provision of services under this Contract. With respect to Attorneys’ employees, if any, Attorneys shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

2. Performance of Services and Hourly Rates.

a. Attorneys shall prepare and submit matter updates or case reports or other status reports and recommendations in the form and manner as requested by CalACES Executive Director. Attorneys understand that the CalACES Executive Director uses Microsoft WORD ("WORD") for all written work products. In order that all written work products of Attorneys in regard to this Contract are compatible with the CalACES system, Attorneys shall produce all written work products using the same WORD or such other word processing system that the CalACES agrees is readily converted by WORD.

b. Attorneys shall only assign persons to perform services under this Contract who are approved by the CalACES Executive Director and when feasible Attorneys will use lower compensated personnel in order to reduce the costs of services to CalACES. [REDACTED] shall be the lead attorney, supervise all Attorneys' work under this Contract, and be the point of contact between the Attorneys and CalACES Executive Director on all matters under this Contract. The persons listed in Exhibit "A," Standard Hourly Billing Rates, may perform services under this Contract. The hourly rate for each of the listed attorneys and other persons who may be approved to work under this Contract shall not exceed the rates listed on Exhibit "A," Standard Hourly Billing Rates. The CalACES Executive Director may approve an amendment to this Contract to authorize other attorneys or other persons to work for Attorneys under this Contract and to authorize changes to the rates listed on Exhibit "A," Standard Hourly Billing Rates.

c. Attorneys may charge CalACES for the time spent on telephone calls relating to services under this Contract, including calls with CalACES Executive Director, and staff, opposing counsel, court personnel, experts, attorneys, and witnesses. Attorneys' legal personnel assigned to perform services under this Contract may confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the covered matters, with CalACES personnel, and with attorneys and other persons who may have information regarding such matters, as required. When they do confer, each of the Attorneys' legal personnel reasonably required to so confer may charge for the time expended. Likewise, if more than one of the Attorneys' legal personnel is reasonably required to attend a meeting, court hearing, or other proceeding, each may charge for the time spent. Attorneys may charge for waiting time in court and elsewhere and for travel time, both local and out of town, provided that they do not charge the CalACES for any such time when they are also providing services for other clients.

d. Attorneys shall not, without the consent of the CalACES Executive Director, communicate any information they reasonably believe is confidential information, whether designated in writing or identified in this Contract as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Contract, the provisions of this paragraph shall continue to survive.

e. The total compensation payable under this Contract shall not exceed \$ _____ absent a CalACES Board of Directors approved amendment of this Contract to increase the compensation payable hereunder. The parties agree that Attorneys are not required to or expected to perform services under this Contract for which they are not compensated.

f. All written and electronic communications with the CalACES, including invoices and billings, shall be conspicuously marked "Confidential - Attorney Client Communication."

3. **Coordination of Services.** Attorneys shall consult with the CalACES through the CalACES Executive Director concerning all substantive positions and procedural steps to be taken by Attorneys in the course of advice and representation pursuant to this Contract.
- a. **Billing.** Contractor shall submit detailed, correct invoices in accordance with CalACES standard invoicing requirements or other procedures agreed to in writing by the parties to CalACES for all Charges and other amounts to be paid by CalACES. Additionally, such statements requesting reimbursement for costs and expenses must include sufficient back-up documentation, such as invoices or receipts, to support the cost or expense claimed. Contractor shall not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of the Executive Director or his or her designee prior to payment. Invoices shall include all information reasonably requested by CalACES, including, without limitation, Contract name and reference number, Federal Tax Identification Number, itemization of each Service provided for which payment is requested, and total amount due. All hourly billable Services will include the date of service, type of Services provided, number of hours required and Charges. CalACES shall have the right to dispute any invoices submitted for payment by Contractor if CalACES believes the Charges are inaccurate or incorrect in any way. CalACES shall use reasonable efforts to provide a Notice to Contractor within ten business days after receipt of an invoice, specifying the reasons why CalACES believes the Charges are inaccurate or incorrect, but CalACES shall not be in breach of the Contract if it fails to provide Contractor with such Notice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. CalACES shall pay Contractor undisputed amounts within 60 days of receipt of a correct invoice.
5. **Term and Termination.** This Contract shall commence on [REDACTED] and shall remain in full force and effect until terminated as follows: CalACES reserves the right in its sole discretion to terminate this Contract at any time CalACES Executive Director deems necessary or advisable upon ten (10) calendar days notice to the Attorneys. In order that the CalACES may have sufficient time to obtain replacement counsel, Attorneys reserve the right in their sole discretion to terminate this Contract at any time Attorneys deems necessary or advisable upon thirty (30) calendar days notice to the Agency. Upon receipt or giving of such notice of termination, Attorneys shall provide no further services to CalACES without specific request or authorization of the CalACES Executive Director. Services of Attorneys hereunder shall not be deemed terminated until Attorneys have had an opportunity to, and upon receipt or giving of such notice of termination Attorneys are hereby authorized to, obtain leave of court to withdraw from any court proceeding concerning which Attorneys are attorney of record for CalACES. In the event of any termination of this Contract, Attorneys shall immediately provide CalACES Executive Director with all materials, documents and work product related to services performed under this Contract that have not previously been provided to CalACES Executive Director. All such materials, documents and work product related to services performed under this Contract are and shall remain the property of the CalACES. Unless otherwise directed by the CalACES Executive Director, Attorneys may retain copies of such items.
6. **No Assignment.** The experience, skill, and expertise of Attorneys are of the essence to this Contract. Attorneys shall not assign (whether by assignment or novation) this Contract or delegate their duties hereunder in whole or in part or any right of interest hereunder without the prior consent of CalACES Executive Director.

-
7. **Amendment.** This Contract may be amended or modified only by agreement signed by each of the Board/CalACES Executive Director and the Attorneys, and a failure on the part of either party to enforce any provision of this Contract shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.
8. **Prior Approval.** Unless otherwise instructed by CalACES Executive Director, Attorneys must obtain the prior approval of CalACES Executive Director concerning the following:
- a. Retention of any consultant or expert witness to assist with this matter;
 - b. Making any settlement proposal on CalACES behalf;
 - c. Filing any action, response or motion;
 - d. Scheduling any deposition; and
 - e. Any expense item exceeding Five Hundred dollars (\$500.00).
9. **Copies of Work Attorneys Will Provide to Agency.** Attorneys must promptly provide CalACES Executive Director with copies of all:
- a. Pleadings and legal memoranda prepared in connection with any CalACES matter hereunder;
 - b. Court rulings; and,
 - c. Significant correspondence and information related to any CalACES matter hereunder, specifically including, but not limited to responses to the CalACES or independent auditors concerning pending or threatened litigation and/or unasserted claims and assessments.
10. **CalACES Legal Billing Review.** CalACES shall have the right to review and audit all billing statements prior to or after payment to Attorneys. This review may include, but not be limited to CalACES Executive Director:
- a. Determination that the hourly fee charged is consistent with this Contract's approved hourly rate schedule as listed in Exhibit "A";
 - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. Determination that the bill is clearly divided into billing rate categories based on hours worked on each activity for each day by each attorney/person and costs which Attorneys have advanced to witnesses, consultants and experts, depositions, transcript expenses, and other reimbursable expenses; and,
 - d. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CalACES Executive Director determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CalACES Executive Director shall either return the bill to Attorneys with a request for explanation or adjust the payment accordingly and give notice to Attorneys of the adjustment.

e. The CalACES Executive Director and other authorized CalACES representatives shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Attorneys in the delivery of services provided under this Contract. Attorneys shall cooperate with the CalACES Executive Director and other authorized CalACES representatives in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the CalACES Executive Director and other authorized CalACES representatives. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by CalACES Executive Director and other authorized CalACES representatives for a period of three years after final payment under the Contract or until all pending CalACES audits are completed, whichever is later.

11. **Costs and Expenses.** Attorneys shall bill for their costs and expenses on a pass-through basis as an advance by Attorneys and without any profit or other mark-up.

a. **Reimbursable ordinary costs and expenses** shall be limited to:

1. Deposition fees;
2. Transcript fees;
3. Process service;

b. **Reimbursable extraordinary costs and expenses** shall include charges for which Attorneys have obtained CalACES Executive Director's prior approval. Such expenses shall be limited to:

1. Consultants, investigators, and experts, their travel, lodging, and meals;
2. Witnesses, their travel, lodging, and meals;
3. Attorneys out of local area travel, lodging, and meals;
4. Any expense item estimated to equal or exceed Five Hundred dollars (\$500.00).

c. **Non-reimbursable costs and expenses** shall include, but not be limited to:

1. Rent, utilities, word processing, couriers, telephone charges, office supplies, support staff, local area travel, lodging and meal expenses, alcoholic beverages of any kind (beer, wine, etc.), Westlaw, Lexis or other provider charges for legal research, postage, faxes and photocopying/document reproduction costs of any type;

2. Charges for time spent to provide necessary information for monthly billing statements and CalACES audits or billing inquiries; and,

3. Charges for work performed and otherwise reimbursable extraordinary costs and expenses which had not been authorized by CalACES Executive Director. Such work and costs/expenses shall be a gratuitous effort by Attorneys.

d. The "local area" is defined as any place within fifty (50) miles of any Attorneys' office and the CalACES offices in Rancho Cordova and Los Angeles, CA.

12. **CalACES Executive Director's Authority.** Except as specifically limited herein to the CalACES Board of Directors or otherwise, the CalACES Executive Director shall have the authority to exercise all CalACES rights and authority under this Contract. Additionally, the CalACES Executive Director may approve reimbursable costs and expenses under Subparagraph 11b, above.
13. **Notices.** All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

Attorneys: As shown on Page 1.

Agency: John Boule, Executive Director
c/o Jennifer Smith, Administrative Analyst
CalACES
11290 Pyrites Way, Suite 150,
Rancho Cordova, CA 95670
(916) 851-3216
SmithJA@CalACES.org

or at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) CalACES business days after mailing.

14. **Conflicts.**
- a. Attorneys shall not undertake the representation of any client in the pursuit of any claim against the CalACES without first obtaining a waiver and consent from the CalACES. Attorneys shall disclose any conflict circumstance to CalACES Executive Director and obtain any needed approval or waiver by CalACES and its officers. Any document evidencing such disclosure and any document evidencing such approval or waiver shall be deemed to be a part of this Contract.
- b. Attorneys have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Attorneys agree that they are unaware of any financial or economic interest of any public officer or employee of the CalACES relating to this Contract. It is further understood and agreed that if such a financial interest does exist at the inception of this Contract, the CalACES may immediately terminate this Contract by giving notice thereof. Attorneys shall comply with the requirements of Government Code section 87100 et seq. during the term of this Contract.
15. **Hold Harmless and Insurance.**
- a. Indemnification – Attorneys agree to indemnify, defend (with counsel reasonably approved by CalACES Executive Director) and hold harmless CalACES and its authorized officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CalACES on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Attorneys’ indemnification obligation applies to CalACES

“active” as well as “passive” negligence but does not apply to CalACES “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

b. Insurance - Attorneys agree to provide insurance set forth in accordance with the requirements herein. If Attorneys use existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Attorneys agree to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, Attorneys shall have a State approved Self-Insurance Program to the levels identified herein or shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of Attorneys and all risks to such persons under this Contract.

If Attorneys have no employees, Attorneys may certify or warrant to CalACES that they do not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the CalACES Executive Director.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the CalACES Executive Director determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Commercial/General Liability Insurance – Attorneys shall carry General Liability Insurance covering all operations performed by or on behalf of Attorneys providing coverage for both bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment
- b) Products and completed operations
- c) Broad form property damage (including completed operations)
- d) Explosion, collapse, and underground hazards
- e) Personal injury
- f) Contractual liability
- g) \$2,000,000 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Attorneys are transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Attorneys own no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million dollars (\$2,000,000) aggregate limits or Errors and Omissions Liability Insurance with limits of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate limits or Directors and Officers Insurance coverage with limits of not less than one million dollars (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the Agency. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming CalACES and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for CalACES to vicarious liability but shall allow coverage for CalACES to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Attorneys, shall require the carriers of required coverages to waive all rights of subrogation against CalACES, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Attorneys and their employees or agents from waiving the right of subrogation prior to a loss or claim. Attorneys hereby waive all rights of subrogation against Agency.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CalACES.

Severability of Interests – Attorneys agree to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Attorneys and CalACES or between CalACES and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by CalACES Executive Director, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII.”

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by CalACES Executive Director.

Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, CalACES has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by CalACES will be promptly reimbursed by Attorneys or CalACES payments to Attorneys will be reduced to pay for Agency purchased insurance.

c. Proof of Coverage Attorneys shall furnish Certificates of Insurance to the CalACES evidencing the insurance coverage at the time the Contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to CalACES, and Attorneys shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. Within five (5) business days of the commencement of this Contract, Attorneys shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

d. Insurance Review Insurance requirements are subject to periodic review by CalACES. The CalACES Executive Director, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever the CalACES Executive Director or his/her designee determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of CalACES. In addition, if CalACES Executive Director or designee determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the CalACES Executive Director, or designee, is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CalACES, inflation, or any other item reasonably related to the CalACES risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Attorneys agree to execute any such amendment within thirty (30) calendar days of receipt.

Any failure, actual or alleged, on the part of CalACES to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of CalACES.

16. **Arbitration.** Arbitration shall be limited to any controversy or claim between the parties concerning Attorneys' billing for professional fees, costs, and expenses, and shall be arbitrated under the system and procedures established for such arbitration pursuant to California Business and Professions Code sections 6200 et seq. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. Such arbitration award will be final and binding upon the parties hereto.

17. **Legal Fees, Costs, and Expenses.** If any arbitration or legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs, expenses, and attorneys' fees. This paragraph shall not apply to those costs, expenses and attorneys' fees directly arising from any third party legal action against a party hereto and payable under paragraph 15, **Hold Harmless and Insurance.**
18. **Reserved.**
19. **Venue.** The venue of any action or claim brought by any party to this Agreement will be in the Superior Court of California, in either: Los Angeles, County, Los Angeles District; Sacramento County, Sacramento District; or San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, in either: Los Angeles, County, Los Angeles District; Sacramento County, Sacramento District; or San Bernardino County, San Bernardino District.
20. Reserved.
21. **Exhibits.** All exhibits referred to are attached to this Contract and incorporated by reference.
22. **Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of California without reference to any choice of laws provision.
23. **Improper Consideration.** Attorneys shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of CalACES in an attempt to secure favorable treatment regarding this Contract or any contract awarded by CalACES. CalACES, by notice, may immediately terminate this Contract or any CalACES contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of CalACES with respect to the proposal and award process of this Contract or any CalACES contract. This prohibition shall apply to any amendment, extension or evaluation process once this Contract or any CalACES contract has been awarded. Attorneys shall immediately report any attempt by any CalACES officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Attorneys. The report shall be made to the CalACES Executive Director, or to the CalACES Board Chair. In the event of a termination under this provision, CalACES is entitled to pursue any available legal remedies.
24. **Material Misrepresentation.** If during the course of the administration of this Contract, CalACES determines that the Attorneys have made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to CalACES, this Contract may be immediately terminated. If this Contract is terminated according to this provision, CalACES is entitled to pursue any available legal remedies.
25. **Licenses and Permits.** Attorneys shall ensure that they have all necessary licenses and permits required by the laws of Federal, State, CalACES, and municipal laws, ordinances, rules, and regulations to

perform the services under this Contract. The Attorneys shall maintain these licenses and permits in effect for the duration of this Contract. Attorneys will notify CalACES immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

- 26. **Consent.** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.
- 27. **Special Terms and Conditions.** None.
- 28. **Contract.** The above terms and conditions constitute the complete agreement between the parties hereto. This Contract was jointly prepared by both parties, and the language in all parts of this Contract shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed by their respective proper officers thereunto duly authorized.

California Automated Consortium Eligibility System
(CalACES)

ATTORNEYS

(Print or type name of corporation, company, contractor, etc.)

▶ _____
_____, Chair, Board

By ▶ _____
(Authorized signature - sign in blue ink)

Date: _____

Name _____
(Print or type name of person signing Contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Title _____
(Print or Type)

Name Here
Secretary
of CalACES

Date: _____

By _____