Request for Proposal

RFP 2020-02

**Attachment D: Professional Services Contract Exception Form**

Proposals must include all exceptions to the specifications, terms or conditions contained in this solicitation using this form. If Respondent is submitting the proposal without exceptions, please state so below.

 By checking this box, Respondent acknowledges that it takes no exception to the specifications, terms or conditions found in this solicitation, including the terms of the Professional Services Contract.

|  |  |  |
| --- | --- | --- |
| Paragraph # & Page # | Exceptions to Specifications, terms or conditions | Proposed Alternative Language |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Note: Use additional pages as necessary**

**Essential Clauses**

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Exhibit C. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State’s expectation that the final contract will be substantially similar to the sample contract provided in Exhibit C.

Please review the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it’s the State’s strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

* Duties of Contractor, Consideration, and Term of Contract
* Access to Records
* Audit and Audit Settlement
* Authority to Bind Contractor
* Compliance with Laws
* Confidentiality of State Information
* Disputes
* Drug-Free Workplace Provision and Certification
* Employment Eligibility
* Funding Cancellation
* Governing Laws
* Indemnification
* Non-Discrimination Clause
* Ownership of Documents and Materials
* Penalties/Interest/Attorney’s Fees
* Termination for Convenience
* Investigations and Complaints
* Confidentiality of Data, Property Rights and Products, and Copyright
* Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract.

**Acknowledgement**

We have reviewed and agree to the Plan’s mandatory contract provisions

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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