

Solicitation 1101-001

ORACLE EDUCATION



Superior Court of California, County of Orange

Bid 1101-001 ORACLE EDUCATION

Bid Number **1101-001**
Bid Title **ORACLE EDUCATION**

Bid Start Date **Jan 3, 2011 10:53:32 AM PST**
Bid End Date **Jan 12, 2011 4:00:00 PM PST**
Question & Answer
End Date **Jan 7, 2011 9:00:00 AM PST**

Bid Contact **Marina Tuileta**
Buyer
Purchasing
mtuileta@occourts.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **90 days**

Standard Disclaimer **The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any company or firm or the successful bidder unless or until the Court and the successful bidder fully execute a final and definitive contract negotiated between the parties. Neither the mere selection and notification by the Court that a bidder has been selected as the successful bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on the Court. No oral representations, agreements, or modifications shall be binding on the Court. All modifications must be in writing and executed by a properly authorized Court employee.**

By not taking exception(s) to any specific terms, conditions, documents, clauses, certifications, etc., vendor acknowledges its full acceptance of any and all terms, conditions, documents, clauses, certifications, etc., included in this solicitation.

All questions or requests for clarification must be submitted through BidSync. BidSync Customer Service contact information is shown at the bottom of this screen. Please do not contact the Buyer or other Court personnel directly. The only exception would be if you are having website or document accessibility issues/problems, in which case you may e-mail or contact the Buyer for assistance.

Bid Comments **The Superior Court of California, County of Orange (Court) is the third largest trial Court of general jurisdiction in California with approximately 115 Judges and 29 Commissioners. The Court employs over 1800 people in more than 70 different job classifications to perform a wide range of Court-related functions. Cases are heard in seven (7) Justice Centers located across the county.**

THE COURT IS SOLICITING BIDS FOR A CONTRACT FOR ORACLE EDUCATION.

1. CONTRACTORS ARE ASKED TO SUBMIT A CATALOG / CLASS LIST OF ALL CLASSES, INCLUDING THE COST OF THESE CLASSES.

2. Contractor shall include their enrollment procedure, cancellation policy, and any other proposed terms and conditions.

3. SUCCESSFUL CONTRACTOR MUST BE AN AUTHORIZED RESELLER OF ORACLE EDUCATION.

PLEASE NOTE:

AS APPLICABLE AND NECESSARY, PLEASE ATTACH /SUBMIT YOUR DOCUMENTS USING THE UPLOAD ATTACHMENT COMMAND YOU WILL SEE WHEN YOU ENTER YOUR PRICE QUOTE FOR LINE ITEM #1.

AS YOU ACCESS THE COURT DOCUMENTS, SOME MAY BE VIEW ONLY, BUT MOST OF THE DOCUMENTS CALL FOR YOU TO INPUT INFORMATION INTO THE BLANKS, DIRECTLY ONTO THE DOCUMENT.

PRICE SHOULD BE ALL INCLUSIVE, WITH THE EXCEPTION OF ANY APPLICABLE TAXES.

SEE ATTACHED SCOPE OF WORK DOCUMENT FOR DETAILED INFORMATION REQUIRED.

Item Response Form

Item **1101-001-1-01 - ORACLE EDUCATION CATALOG / CLASS LIST**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Superior Court of California, County of Orange**

No Location Specified

Qty 1

Description

CONTRACTORS ARE TO ATTACH AND SUBMIT A CATALOG / CLASS LIST OF ALL AVAILABLE CLASSES SHOWING THE PRICES.

Item **1101-001-1-02 - FIXED PERCENT DISCOUNT OFF**

Quantity **1 each**

Percentage

Delivery Location **Superior Court of California, County of Orange**

No Location Specified

Qty 1

Description

PLEASE SPECIFY FIXED PERCENT DISCOUNT OFF ORACLE'S LIST REGISTRATION COST FOR ANY OF ITS PUBLIC INSTRUCTOR-LED TRAINING CLASSES HELD AT ONE OF ORACLE'S TRAINING FACILITIES.

NOTE: COURT WILL SELECT THE TRAINING FACILITY AS PART OF EACH STAFF ENROLLMENT.

DISCOUNTED RATE SHALL BE PER STUDENT.

STATEMENT OF WORK

Oracle Education

1. Background

The Superior Court of California, County of Orange ("Court") uses Oracle's database and development products. As part of its training strategy, the Court sends staff to instructor-led training offered through Oracle Corporation's ("Oracle") education unit. The Court wishes to obtain the most favorable pricing for any class taken through Oracle's education unit.

2. Services

- i. Contractor shall provide a one year contract that enables the Court to enroll in any instructor-led training offered through Oracle Corporation's public education unit; the classes to be taken shall not be pre-determined.
- ii. Contractor shall specify a fixed percent discount off Oracle's List registration cost for any of its public instructor-led training classes held at one of Oracle's training facilities; Court shall select the training facility as part of each staff enrollment; the discounted rate shall be per student.
- iii. Contractor shall include their enrollment procedure, cancellation policy, and any other proposed terms and conditions.
- iv. Invoicing shall occur following completion of each Oracle class.

3. Key Qualifications

- i. Contractor must be an authorized reseller of Oracle Education.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

COURT ONLINE PROCUREMENT PROCEDURES

(Court Online Procurement Website: www.BidSync.com)

1. Quote Preparation Costs

Contractors submitting Quotes do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Contractor for any costs incurred in preparing or submitting Quotes, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2. Pre-Submittal Process

2.1 Requests for Clarifications or Modifications

Contractors interested in responding to this solicitation may submit questions on procedural matters related to the solicitation or requests for clarification or modification of this solicitation document electronically through the Court Online Procurement Website. If the Contractor is requesting a change, the request must set forth the recommended change and the Contractor's reasons for proposing the change. All questions and requests must be submitted no later than the date specified in the Bid Information screen of this Quick Quote.

Questions or requests submitted after the due date will not be accepted.

Without disclosing the source of incoming questions or requests, the Court will post a copy of the questions and the Court's responses on the Court Online Procurement Website. Within the discretion of the Court, and within the Court's desire to present information in any organized, easy to understand fashion, not every question may be specifically, individually answered.

If a Contractor's question relates to a proprietary aspect of its Quote and the question would expose proprietary information if disclosed to competitors, the Contractor may submit the question in writing via direct e-mail to the Submittal Contact (as opposed to posting the question on the Court Online Procurement Website) conspicuously marking it as "CONFIDENTIAL." With the question, the Contractor must submit a statement explaining why the question is sensitive.

- If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence.
- If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Contractor will be notified. Contractor may then submit the question through the normal process for questions through the Court Online Procurement Website.

2.2 Ambiguity, Discrepancies, Omissions

If a Contractor submitting a Quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor shall immediately provide notice of the

problem via direct e-mail to the Buyer, or notification through the Court Online Procurement Website, and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of Quotes by posting an addendum on the Court Online Procurement Website.

If prior to the date fixed for submission of Quotes a Contractor submitting a Quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the Contractor shall propose at its own risk, and if the Contractor is awarded the contract, the Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3 Contact with Court

Contractors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this solicitation at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Contractor's Quote.

All contact with Court during the solicitation process must be in writing, via e-mail, to the Submittal Contact, or through the Court Online Procurement Website.

2.4 Solicitation Addenda

The Court may modify this solicitation document prior to the date fixed for submission of Quotes by posting an addendum on the Court Online Procurement Website. If any potential Contractor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Buyer via e-mail no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Quote to include all addenda issued in any resulting contract.

3. Submission of Quotes

3.1 Quote Submission (Electronic Submission)

All Quotes shall be electronically submitted via the Court Online Procurement Website.

The Contractor is solely responsible for ensuring that the full Quote is submitted via the Court Online Procurement Website, prior to the date and time specified on the Bid Information screen of this Quick Quote.

If the Contractor encounters any problems in submitting its Quote electronically, or needs any assistance, please contact www.BidSync.com online or call www.BidSync.com Customer Service toll free at 1 800 990 9339.

The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any company or firm or the successful bidder unless or until the Court and the successful bidder fully execute a final and definitive contract negotiated between the parties.

Neither the mere selection nor notification by the Court that a bidder has been selected as the successful bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on the Court. No oral representations, agreements, or modifications shall be binding on the Court. All modifications must be in writing and executed by a properly authorized Court employee.

3.2 Amendment or Withdrawal of Quotes

A Contractor may amend its Quote prior to the Quote Due Date and Time. Contractor should follow the process as set forth on the Court Online Procurement Website to amend its Quote. If the Contractor encounters any problems in amending its Quote electronically, or needs any assistance, please contact www.BidSync.com online or call www.BidSync.com Customer Service toll free at 1 800 990 9339.

A Contractor may withdraw its Quote at any time prior to the Quote Due Date and Time. Contractor should follow the process as set forth on the Court Online Procurement Website to withdraw its Quote. If the Contractor encounters any problems in withdrawing its Quote electronically, or needs any assistance, please contact www.BidSync.com online or call www.BidSync.com Customer Service toll free at 1 800 990 9339.

Amendments or withdrawals offered in any other manner, than described above will not be considered. Quotes cannot be amended or withdrawn after the Quote Due Date and Time.

3.3 Mistake in Quote

If, after the Quote Due Date and Time but prior to a contract award, a Contractor discovers a mistake in their Quote that renders the Contractor unwilling to perform under any resulting contract, the Contractor must immediately notify the Buyer via e-mail or through the Court Online Procurement Website and request to withdraw the Quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Quote. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

3.4 Error in Submitted Quotes

If an error is discovered in a Contractor's Quote, the Court may at its sole option retain the Quote and allow the Contractor to submit certain corrections. The Court may, at its sole option, allow the Contractor to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the Quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the Contractor's intent is clearly established based on review of the complete Quote submitted, the Court may, at its sole option, allow the Contractor to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

3.5 Knowledge of Requirements

The Contractor shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the Quote. Failure to examine any document, drawing, specification, or instruction will be at the Contractor's sole risk.

Contractors shall be responsible for knowledge of all items and conditions contained in their Quotes and in this solicitation, including any Court issued clarifications, modifications, amendments, or addenda.

3.6 Independence of Quote and Joint Quotes

Unless a Contractor is submitting a joint Quote, the Contractor represents and warrants that by submitting its Quote it did not conspire with any other Contractor to set prices in violation of anti-trust laws.

A Quote submitted by two or more Contractors participating jointly in one Quote may be submitted, but one Contractor must be identified as the prime Contractor and the other as the Subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint Subcontractors.

3.7 Covenant Against Gratuities

Contractor warrants by signing its Quote that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

4. Public Access to Records and Confidential or Proprietary Information

PUBLIC ACCESS TO RECORDS AND INFORMATION

Effective January 1, 2010, Rule 10.500 of the California Rules of Court (http://www.courtinfo.ca.gov/rules/index.cfm?title=ten&linkid=rule10_500) set forth comprehensive access provisions applicable to administrative records maintained by a trial court.

The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. Providing copies of records may be subject to payment of a fee by the requestor.

Please direct any requests for access to administrative records related to this Bid/RFP to:

Superior Court of California, County of Orange
Public Information Office
700 Civic Center Drive West
Santa Ana, CA 92701
Phone: (657) 622-5000
Fax: (714) 647-4849

ACCESS TO MATERIAL AND CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to a Bid/RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the Bid/Proposal. A copy of each Bid/Proposal will be retained for official files.

Please be aware that Contractor's response(s) to this Bid/RFP may be considered a public record and be made available to anyone who requests a copy.

If a Bid/Proposal contains material noted or marked by the vendor as "Confidential" and/or "Proprietary" that, under Rule 10.500 would be exempt from public disclosure, then that information will presumptively not be made available to the public. If the Court considers that

under Rule 10.500 such material is not exempt from public disclosure, the material may be made available to the public, regardless of the vendor's notation or markings. If a vendor is unsure if its confidential and/or proprietary material would fall within the disclosure exemption requirements of Rule 10.500, then it should not include such information in its Bid/Proposal because such information may be disclosed to the public.

5. Award Based on "Low Bid" or "Best Value"

Depending on the specific situation/scenario of each Bid/RFP, award may be based on "Low Bid" (i.e. the lowest bid received from a responsive, responsible bidder), "Best Value" (i.e. the bid/proposal that represents the best overall value to the Court and the community which the Court serves), or other suitable basis for making an award decision.

5.1 Evaluation Criteria

In those situations where Quotes/Proposals will be evaluated to determine the Quote or Quotes that offer the best value to the Court and the community which the Court serves, the evaluation will be based upon items such as the following criteria:

- a. Experience in providing high quality services in similar assignments;
- b. Cost/Pricing factors;
- c. Proven ability to successfully work with diverse community members;
- d. Commitment to high quality customer service;
- e. Reasonableness of cost projections;
- f. Financial viability and stability;
- g. Credentials of staff to be assigned to the project;
- h. Ability to meet timing requirements to start up the project, and to operate the project on an ongoing basis; and,
- i. References, if applicable.

With regards to pricing, the Court reserves the right, in its sole discretion, to reject any quote whose price is outside the competitive range.

Although some factors may be weighted more than others, all applicable criteria are considered necessary, and a Quote must be technically acceptable in each area to be eligible for award.

6. Interviews and Negotiations

6.1 Interviews

Following the initial screening of Quotes, the Court reserves the right to require, and each Contractor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its Quote. If the Court determines that interviews or presentations are required, selected Contractors will be notified in writing of the date, place, time and format of the interview or presentation. Contractors will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a Contractor's disqualification from further consideration.

6.2 Negotiations

If the Court desires to enter into negotiations, it will do so with one or more Contractors, at its discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other Contractors or make no award under this solicitation. The Court reserves the right to award a contract, if any, without negotiations.

6.3 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not

be made by a Contractor without the prior written approval of the Court Contracts Officer.

7. Award of Contract

Upon award, the successful Contractor(s) will be required to execute a Contract in accordance with the Statement of Work and the General Conditions, if applicable, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award, if applicable. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

8. Reservation of Rights

The Court, in its complete discretion, may eliminate Quotes that have not scored adequately in relation to other Quotes to warrant further consideration during any phase of the evaluation process. The Court reserves the right to reject any or all Quotes, in whole or in part, and may or may not waive any immaterial deviation or defect in a Quote.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Contractor from full compliance with solicitation document specifications.

If a Quote fails to meet a material solicitation document requirement, the Quote may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any Quote unless the Contractor expressly restricts an item or combination of items in its Quote and conditions its response on receiving all items for which it provided a Quote. In the event that the Contractor so restricts its Quote, the Court may consider the Contractor's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the Contractor ineligible for further evaluation.

The Court reserves the right to negotiate with Contractors who have presented, in the opinion of the Court, the best Quote in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other Contractors or make no award under this solicitation. At any time the Court can reject all Quotes and make no award under this solicitation. Moreover, the Court reserves the right to reconsider any Quote submitted at any phase of the procurement. It also reserves the right to meet with Contractors to gather additional information.

Quotes that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

Court may investigate the qualifications of any Potential Contractor under consideration, require confirmation of information furnished by a Potential Contractor, and require additional evidence of qualifications to perform the Services described in this solicitation.

Court reserves the right to:

Reject any or all of the Quotes;

Issue subsequent solicitation;

Cancel the entire solicitation;

Remedy errors in the solicitation;

Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;

Appoint Courts to review Quotes;
Seek the assistance of outside technical experts to review Quotes;
Approve or disapprove the use of particular Subcontractors and suppliers;
Establish a list of Potential Contractors eligible for discussions after review of written Quotes;
Negotiate with any, all, or none of the Potential Contractors;
Solicit best and final offers (BAFO) from all or some of the Potential Contractors;
Award a contract to one or more Potential Contractors;
Accept other than the lowest priced Quote, if such award is in the best interests of Courts;
Waive informalities and irregularities in Quotes;
Award a Contract without discussions or negotiations;
Disqualify a Quote upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Potential Contractor; and/or,
Take any/all other actions related to this solicitation and this solicitation process that may be deemed necessary by Court to meet the needs of the Court and the community which it serves.

9. No Commitment to Award

Issuance of the solicitation and receipt of Quotes does not commit Court to award a contract. Court expressly reserves the right to postpone Quote opening for its own convenience, to accept or reject any or all Quotes received in response to this solicitation, to negotiate with more than one Contractor concurrently, or to cancel all or part of this solicitation.

10. No Obligation to Execute a Sole Contract

Court has the right to award zero, one, two, or more contracts through this solicitation. No guarantee or promise is made by Court of any sole or exclusive contracting relationship with any of the Contractors.

11. Cost Quote

Government Rates: It is expected that all Contractors responding to this solicitation will offer the Contractor's government or most favorable comparable rates.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor's invoice.

The prices proposed in the Contractor's response will be valid for a minimum of ninety (90) days or as otherwise set forth in this solicitation.

12. Protest Procedures

The Court intends to be completely open and fair to all vendors in making an Award that is the most advantageous to the Court within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.

12.1 Protest Submittal Prior to Submission of Bid or Proposal. An interested party that is an actual or prospective bidder with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a bid or proposal. Such Protest must be received no later than five (5) business days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based

and/or must be received prior to the date and time that bids/proposals are due whichever is earlier. Protests of specifications and/or solicitation terms and conditions made after that date will not be considered by the Court. Failure by any vendor to file a letter of protest relating to the solicitation requirements prior to the close of the solicitation will be deemed a waiver of the protester's right to protest any decision for contract award relating to the solicitation requirements.

12.2 Determination of Protest Submitted Prior to Submission of Bid or Proposal. Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a bid or proposal, the Court will provide a written determination to the protestor prior to the proposal closing date. If required, the bid/proposal closing date may be extended to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

12.3 Protest Submittal After Award. A vendor submitting a bid/proposal may protest the award based on allegations of improprieties occurring during the bid/proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has timely submitted a bid/proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its bid/proposal meets the Court's administrative requirements and technical requirements, proposes items and/or service of proven quality and performance, and offers a competitive cost to the Court; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a bid/proposal for an award.

Such protest must be received no later than five (5) business days after issuance of the Notice of Non-Award by the Court.

In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

Failure by any vendor to file a letter of protest relating to the solicitation requirements prior to the close of the solicitation will be deemed a waiver of the protester's right to protest any decision for contract award relating to the solicitation requirements.

12.4 Determination of Protest Submitted After Submission of Bid or Proposal. Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

12.5 Protest Remedies: If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith of the

parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

12.6 Form of Protest. A vendor who is qualified to protest should contact the Bid/RFP contact as designated in the Bid/RFP and must include the following

Note: Failure of the bidder to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by the Court.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address indicated in the solicitation. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.
- f. The Court, at its discretion, may make a decision regarding the protest without requesting further documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

12.7 Appeals Process. The Chief Financial Officer's ("CFO") decision shall be considered the final action by the Court unless the protestor thereafter seeks an appeal of the Chief Financial Officer's ("CEO") decision by **filing a written request for appeal with the CEO within five (5) calendar days of the issuance of the CFO's decision.** The basis for appeal is limited to: (1) facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or (2) the decision of the CFO was an error of law or regulation. Upon receipt of a request for appeal, the CEO or his/her designee will review the request and the decision of the CFO and shall issue a final determination. The decision of the CEO shall constitute the final action of the Court.

The request for appeal shall include:

- a. the name, address, telephone and facsimile numbers of the vendor filing the appeal or their representative;
- b. a copy of the Court's decision; and
- c. the legal and factual basis for the appeal and the ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

BIDDER/PROPOSER SUBMISSION FORMS & CERTIFICATIONS**PROPOSER CERTIFICATION FORM**

I certify that neither (insert the name of your company) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California.

Below, I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal that have terminated for cause or default.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

List of all Contracts with Government or Commercial Customers during the Five Years preceding Submission of this Proposal that have terminated for cause or default:

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PROPOSER'S ACCEPTANCE OF THE PO/ CONTRACT TERMS AND CONDITIONS

DIRECTIONS: Please Mark the Appropriate Choice, below:

☐

Proposer accepts: (1) The Model Contract included with this solicitation including all of its Terms and Conditions; and/or, (2) The PO included with this solicitation including all of its Terms and Conditions, without exception.

OR

e

Proposer proposes exceptions/modifications to one or both of the items listed directly above.

DIRECTIONS: If Proposer indicates the 2nd choice above, Proposer must attach a list of any and all exceptions to PO/Contract Terms and Conditions and provide rationale for the exception(s).

Proposer must attach a list of any and all exceptions to Model Contract, including its Terms and Conditions, below, and provide rationale for the exception(s):

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CERTIFICATION OF ACCEPTANCE

PROPOSER:

EMPLOYER IDENTIFICATION NUMBER:

In response to the Bid/Request for Proposal, I/we the undersigned hereby declare that I/we have carefully read and examined the Bid/RFP documents and all other documents and information posted online at the Court Online Procurement Website (www.BidSync.com) and hereby propose to perform the Statement of Work and/or provide the goods/products as required in this solicitation.

The PO/Contract pursuant to this Bid/RFP may not be exclusive. Court expressly reserves the right to contract for performance of services and/or procurement of goods/products such as those described herein through other Proposers.

The undersigned agrees to supply the services set forth and/or provide the goods/products in its submitted Bid/Proposal at the costs indicated, if the Bid/Proposal is accepted within 90 days, or as otherwise set forth in this solicitation, from the Bid/Proposal submission deadline date. If recommended for Contract award, the undersigned agrees to execute a Contract that will be prepared by Court for execution, within thirty (30) calendar days following Notification of Award.

Proposer represents that the following person is authorized to negotiate on its behalf with Court in connection with this Bid/RFP:

Name:

Title:

Phone:

Email Address:

The undersigned certifies that he/she has examined and is fully familiar with all of the provisions of the Bid/RFP Documents, Addenda, etc. The undersigned hereby agrees that Court will not be responsible for any errors or omissions in these Bid/RFP Documents and Addenda. The undersigned certifies that he/she has the legal capacity to sign on behalf of the Proposer listed above, and that this signature is a legally binding signature upon the Proposer.

(Signature)

(Email)

(Type or Print Name)

(Phone)

(Title)

(Name of Company)

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER MAY NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

AUDIT RIGHTS: Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three years after final payment. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order shall be F.O.B. "Destination". Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION: Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Seller agrees, warrants and represents to the Court that Seller shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Order. Seller further warrants and represents to the Court that Seller shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court shall have no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Seller shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller shall, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

RISK OF LOSS: Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Seller. Should Court terminate this Order for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units

on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Seller warrants that all goods delivered shall (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

Supplement to Purchase Order #
For Training Services

1. **General Requirements.** Seller will furnish all necessary labor, supervision, travel, equipment materials and supplies to perform the services described. If the Court determines that a person is incompetent or unsuitable, Seller shall immediately remove such person from performing any further service and make sure that all keys, badges and any other items that belong to the Court are returned to the Court within 24 hours.
2. **Description of Training Services to be Provided.** Seller will provide the training services and deliverables set forth in Attachment 1, Description of Training Services to be Provided.
3. **Standard of Performance:** Seller will perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under this agreement, and pursuant to the governing rules and regulations of the industry. Seller understands that Court relies on the accuracy, competence, and completeness of Seller's services.
4. **Non-Infringement.** Seller represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the work.
 - A. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the work provided hereunder.
 - B. Unless otherwise specified, the warranties set forth in this section commence after work has been approved and accepted by Court.
5. **Ownership of Results.** Any interest of Seller in data in any form, or other documents and/or recordings prepared by Seller for performance of services under this agreement shall become the property of the Court. Upon Court's written request, Seller will provide Court with all such data or other documents and/or recordings within thirty (30) days of the request.
6. **Consideration.** The consideration paid to Seller is the entire compensation for all services provided, including all of Seller's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided. Court will pay for deliverables and services provided as set forth in Attachment 2, Payment Provisions.
7. **Disallowance; Replacement.** If Seller receives payment, or reimbursement that is later disallowed by Court, Seller will promptly refund the disallowed amount upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Seller, under this agreement, or any other agreement.

Court's payment does not imply acceptance of work, nor will it mitigate Seller's responsibility to replace that work, even if its unsatisfactory nature may have been apparent or detected at the time payment was made. Non-conforming work, data, or components will be rejected, and will be replaced by Seller, without delay or additional cost to Court.
8. **Confidential Information.** Confidential information includes trade secrets, and non-public financial, statistical, personnel, technical information relating to the business of the Court, its personnel or court users. While performing work under this agreement, Seller may gain access to Confidential Information that, if disclosed to third parties, may be damaging to Court, its personnel, court users, or other government entity. Seller acquires no right or title to the confidential information, and agrees not to disclose any confidential information to any third party. All confidential information disclosed to Seller will be held in strict confidence and used only to perform work under this agreement. In the event of an unauthorized disclosure or loss of confidential information, Seller will immediately provide notice to Court, with pertinent details of an unauthorized disclosure, and any remedial measures taken.
9. **Insurance Requirements:** The Contractor shall maintain the following types of insurance in full force during the term of this Contract.
 - A. Comprehensive general liability insurance, containing a broad form property damage endorsement; \$1,000,000 combined single limit per occurrence \$2,000,000 aggregate.
 - B. Comprehensive automobile liability insurance, including coverage for hazards associated with owned, non-owned and rented, leased or otherwise hired automobiles; and \$1,000,000 combined limit per occurrence.
 - C. Sexual Misconduct--\$1,000,000 per occurrence.
 - D. Professional liability--\$1,000,000 per claims made or per occurrence.
 - E. Employer's liability--\$1,000,000 per occurrence.

Insurance Provisions -Workers' Compensation: At statutory limit.

Waiver of Subrogation

Wording for the Waiver of Recovery Subrogation and the additional insured endorsement:

"STATE OF CALIFORNIA, THE JUDICIAL COUNCIL OF CALIFORNIA, THE ADMINISTRATIVE OFFICE OF THE COURTS, THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE AND COUNTY OF ORANGE AND THE PRESIDING JUDGE, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES WHEN ACTING IN THE SCOPE OF THEIR APPOINTMENT OR EMPLOYMENT ARE NAMED AS ADDITIONAL INSURED ON ALL ABOVE POLICIES EXCEPT WORKERS' COMPENSATION; AND EACH POLICY SHALL PROVIDE WAIVER OF RECOVERY OR SUBROGATION IN FAVOR OF STATE OF CALIFORNIA, THE JUDICIAL COUNCIL OF CALIFORNIA,

THE ADMINISTRATIVE OFFICE OF THE COURTS, THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE AND COUNTY OF ORANGE AND THE PRESIDING JUDGE, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES WHEN ACTING IN THE SCOPE OF THEIR APPOINTMENT OR EMPLOYMENT APPLIES AS REQUIRED BY WRITTEN CONTRACT."

The **State of California/ Superior Court of California, County of Orange and County of Orange** shall be added as an **additional insured on all insurance policies** required by this paragraph with respect to work done by the Contractor under the terms of this Contract.

All insurance policies required by this paragraph shall be primary insurance, and any insurance maintained by the Court shall be excess insurance.

Prior to the commencement of this contract, the contractor shall file with the Superior Court of California, County of Orange a certificate of insurance stating that the coverages required by this paragraph are in effect. **This certificate will contain the following:**

"It is agreed that this policy shall not be canceled, non-renewed or reduced in scope of coverage until after 30 days written notice has been given to the Superior Court of California, County of Orange and County of Orange Risk management officer."

If the contractor fails to provide insurance certificates **within seven days** of notification by Superior Court/Purchasing, award may be made to the next qualified vendor.

Certificate Holder name should read as follows: Superior Court of California, County of Orange and County of Orange. (Reference Agreement No./PO No. and Buyer Name.)

Insurance certificates should be forwarded to the agency/department address listed on the solicitation

10. **Limitation of Liability.** Court will not be liable to Seller, its officers, employees, subcontractors, or third parties for any indirect, special or consequential damages, including lost profits or revenue, arising from or relating to this agreement, regardless whether Court was advised of the possibility of such loss or damage.

11. **Conflict of Interest; Prohibition Against Gratuities.**

A. **Conflict of Interest.** Seller covenants that it has no interest, and will acquire no interest, which would directly or indirectly conflict in any manner, with performance of this Agreement. Seller will submit full disclosure statements, if legally required, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

Seller, subcontractors and employees will not engage in actions resulting in, or creating the appearance of: (i) use of an official position with the government for private gain; (ii) preferential treatment to anyone associated with this work or agreement; (iii) impairment of Court's independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of Court.

B. **Prohibition Against Gratuities.** Seller covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Seller or any agent, director, or representative of Seller, to any officer, official, agent, or employee of Court, in an effort to secure the agreement or favorable treatment with respect to any determinations concerning the performance of the agreement.

12. **Force Majeure.** Force Majeure events include, but are not limited to: (i) catastrophic acts of nature, or public enemy; (ii) civil disorder; (iii) fire or other casualty for which a party is not responsible; and (iv) quarantine or epidemic. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Seller will receive no additional payment for costs incurred as a result of a Force Majeure event. Any assertions of a Force Majeure event by Subcontractors will be attributed to Seller.

13. **Limitation on Publication.** Seller will not publish or submit for publication any article, press release, or other writing relating to Seller's services for Court without prior review and written permission from Court.

14. **Choice of Law, Jurisdiction, Venue.** The formation, interpretation and performance of this agreement will be governed by the laws of California. Seller and any subcontractors, consultants, suppliers agree to submit to California jurisdiction. Venue will be in the Court's County.

15. **Survival.** Terms which will survive any termination or expiration of this Agreement include, but are not limited to: assignment, audit rights, confidentiality, indemnification, infringement protection, limitation of liability, warranties, and proprietary rights.

Seller's signatory

date

Court's signatory

date

Title

Title

Attachment 1
Description of Training Services to be Provided

SAMPLE

1. Background and Objective

- A. Court has been conducting their *On My Honor* Law Related Education program since 1999. This program includes individual classrooms of 4, 5 & 8th graders performing court visits and mock trial/simulation.
- B. Court wants to expand the program to include a summer institute for training K-12 teachers as an outgrowth of their prior work and, for the first institute in summer 2006, they anticipate 25 teachers to participate. The teacher training institute will be four days in length: three in August 2006 and one subsequent follow-up day. Local planners have already undertaken significant work in planning the curriculum with teacher leaders.

2. Summary of Work

- A. Seller will oversee the planning and implementation of a three-day teacher training institute in August 2006 with a subsequent one-day follow-up, where participants will present post-institute projects during the fall. 25 K-12 teachers are anticipated to attend.
- B. Classes will be presented at [] or other appropriate teaching venue and 1-2 courtrooms in at a location designated by the Court for one am/pm session.
- C. At the end of the three-day August teacher training, Seller's program staff will provide to Court the multi-day teacher training curriculum. After the fourth follow-up day, the Seller's program staff will provide Court all remaining materials used in the training, curriculum for the classrooms that were developed during the training, teacher participant project reports, and any other materials developed, refined or presented during the course of the summer training institute for future Court use.

3. Deliverables

- A. Under the direction of the a Project Manager assigned by the Court, Seller shall provide the training services and specific deliverables set forth in Table 1, below, and no later than the due dates indicated.

Table 1: Description of Deliverables

<i>Deliverable No.</i>	<i>Deliverable</i>	<i>Description</i>	<i>Estimated Timeframe</i>
1	Planning of the Teacher Training Institute including Draft Curriculum Design and Initial Recruitment	Seller will oversee the planning for the teacher training institute, including determination of desired outcomes of the teacher training institute; provide a draft curriculum design for the three-day August 2006 teacher training institute, and recruitment of the initial 10 teacher participants.	On-going, with delivery by June 30, 2006 of draft curriculum for three-day teacher training institute and recruitment of initial 10 teacher participants
2	Three-Day Teacher Training Institute	Seller will oversee the recruitment of remaining teachers (total will be 20-25 K-12 teachers) to attend the institute; recruitment and confirmation of instructors; conduction of three-day training at [] middle school or other appropriate teaching venue and 1-2 courtrooms at a location designated by Court for one am/pm session; and submit final curriculum used for the three days along with participant list/attendance roster to the Court.	Three day institute tentatively scheduled for August 8, 9, 10, 2006.
3	One-Day Follow-up Training	Seller will oversee the planning and execution of a one-day follow-up training for institute	One-day follow-up training will be scheduled during

		participants; provide the Court all remaining materials used in the training, curriculum for the K-12 classrooms that were developed during the training, teacher participant project reports, and any other materials developed, refined or presented during the course of the summer training institute for future Court use.	the fall semester, date to be determined. Anticipate all training will be completed and materials delivered to Court by December 1, 2006
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End of Attachment 1

Attachment 2 Payment Provisions

The consideration paid to Seller is the entire compensation for all work performed under this agreement, including all of Seller's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided as an allowable expense

INSERT THE SPECIFIC COSTS/PAYMENTS TO BE MADE. PAYMENT MAY BE SPECIFIC FOR EACH TRAINING CLASS, DELIVERABLE OR A FIRM-FIXED PRICE FOR ALL SERVICES PROVIDED. INCLUDE THE ALLOWABLE EXPENSE CLAUSE AND THE ATTACHED TRAVEL RATE GUIDELINES, IF APPLICABLE.

SAMPLE PAYMENT PROVISIONS

1. Compensation. Upon the completion and acceptance of each the deliverables and services set forth below, Court will pay Seller the firm fixed price per deliverable, as set forth in Table 1, inclusive of all costs, benefits, expenses (e.g. travel-related), fees, overhead, markups, and profits payable to Seller for services rendered to Court.

Court will not consider reimbursement for costs not defined as allowable in this agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this agreement.

Deliverable No.	Deliverable Due Date	Firm Fixed Price per Deliverable
1	June 30, 2006	\$3,187.70
2	August 31, 2006	\$23,907.75
3	December 1, 2006	\$4,781.55

2. Allowable Expenses. Pursuant to the Court Travel Rate Guidelines, attached hereto and incorporated herein, Court will reimburse Seller for travel expenses that have been **pre-approved in writing**.

End of Attachment 2

Court Travel Rate Guidelines

The Court's policy and limits on reimbursable travel-related expenses are listed below.

Lodging – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6.
2. Lunch--Up to \$10.
3. Dinner--Up to \$18.

For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
3. Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of \$.34 per mile

End of Travel Rate Guidelines

COURT LOCATIONS

This list of Court Locations is an Informational Sheet.

A particular Bid/RFP may, or may not, involve all of these locations.

**Refer to the Bid/RFP document and/or the Bid Information screen
for specific Court Locations.**

CENTRAL JUSTICE CENTER (CJC)

700 CIVIC CENTER DRIVE WEST
SANTA ANA, CA 92701

HARBOR JUSTICE CENTER (HJC/LH)

23141 MOULTON PARKWAY
LAGUNA HILLS, CA 92653-1251

HARBOR JUSTICE CENTER (HJC/NB)

4601 JAMBOREE ROAD RM
NEWPORT BEACH, CA 92660-2595

LAMOREAUX JUSTICE CENTER (LJC)

341 THE CITY DRIVE SOUTH
ORANGE, CA 92868-3205

NORTH JUSTICE CENTER (NJC)

1275 N. BERKELEY AVE
FULLERTON, CA 92832-1258

WEST JUSTICE CENTER (WJC)

8141 13TH STREET
WESTMINSTER, CA 92683-4593

COMPLEX CIVIL CENTER (CXC)

751 WEST SANTA ANA BLVD.
SANTA ANA, CA 92701

COMMUNITY COURT

909 N. MAIN ST.
SANTA ANA, CA 92701

SUPERIOR COURT RECORDS STORAGE / Irvine Facility

17112 ARMSTRONG AVE.
IRVINE, CA 92614

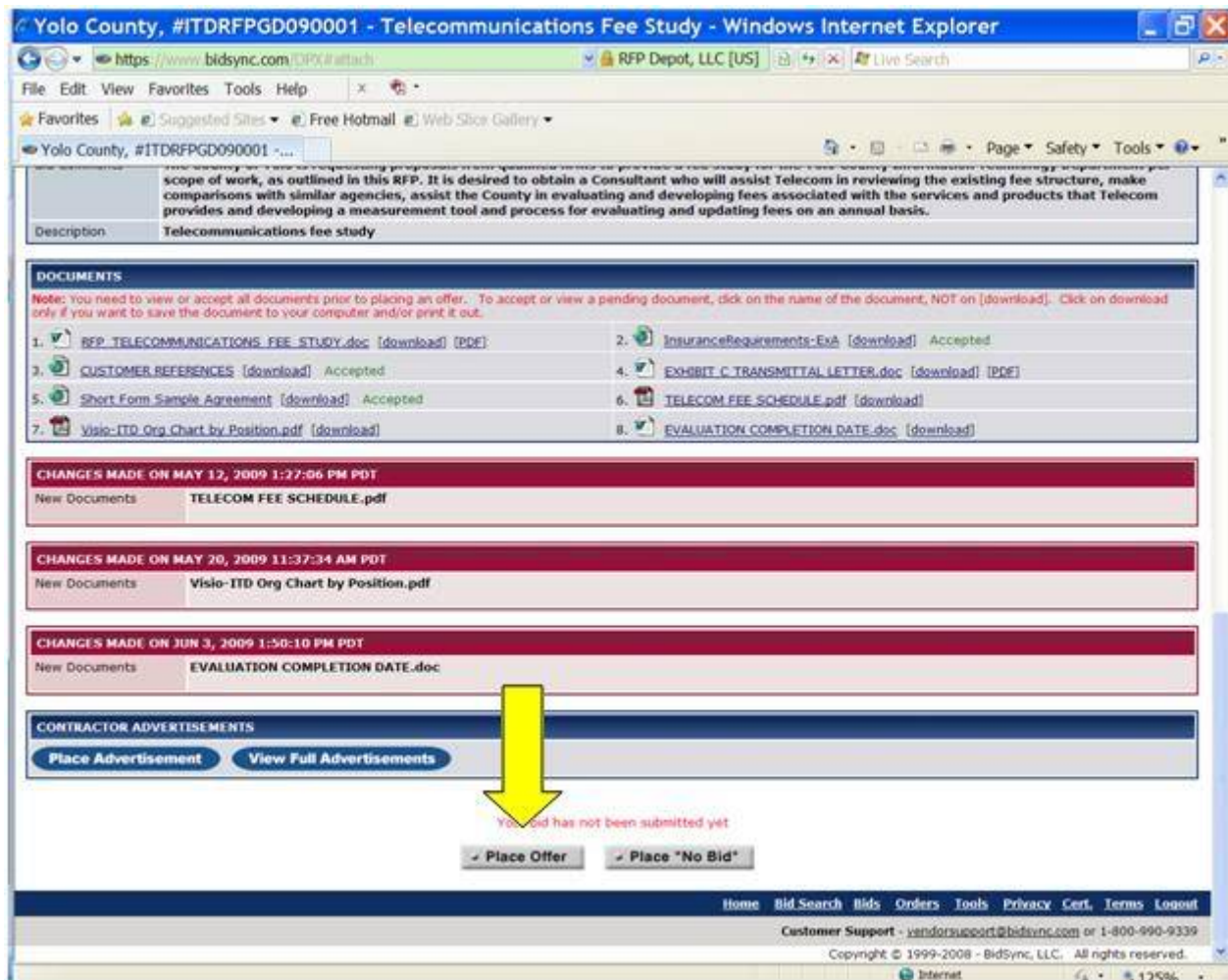
BID SYNC SCREEN SHOT DIRECTIONS

HOW A VENDOR UPLOADS ATTACHMENTS

INTRODUCTION: Depending on the requirements of each bid, the vendor may need to attach and submit its own documents, such as proposals, background information, financial statements, etc.

These directions show the vendor how to upload, attach, and submit, any type of documents.

1. Vendor clicks the “Place Offer” button at the bottom of the main Bid/RFP page.



2. This screen is for the vendor to enter its price quote for Line Item #01.
Vendor clicks the (Upload Attachment) link/command.

The screenshot shows a web browser window titled "BidSync: Bid #ITDRFPGD090001 - Windows Internet Explorer". The address bar shows the URL "https://www.bidsync.com/DPX027ac=offer&auc=148049&cur=page". The page header includes the BidSync logo and navigation links: Home, Search, Bids, Orders, Tools, CRM, Help, and Logout. The main heading is "Bid #ITDRFPGD090001 - Telecommunications Fee Study". Below this, it says "Time Left: 21 min" and "Bid Ends: Jun 3, 2009 3:00:00 PM PDT".

The "OFFER" form is displayed with the following fields and controls:

- Product Code:** Fee Study (optional)
- Notes for Buyer:** A large text area for additional notes.
- Unit Price:** A text field with a dollar sign.
- Qty/Unit:** A dropdown menu set to "1 / each".
- Total Price:** A text field with a dollar sign.
- Attachments:** A section with a link labeled "Upload Attachment" (highlighted by a yellow arrow) and buttons for "Alter", "Offer", and "Remove".
- Save:** A button to save the offer.
- Submit:** A button to submit the offer.
- Cancel:** A button to cancel the offer.

A note at the bottom states: "Note: This agency may choose to make all documents and notes open to the public." Below this, it says "Fee Waived."

3. Vendor uploads and submits its proposal using this familiar box.

The screenshot shows a "BidSync: Upload Document - Windows ..." dialog box. It contains a "Browse..." button, "Submit", and "Cancel" buttons. Below the buttons, there is a note: "Note: Please do not close this window until the upload is complete." Another note follows: "Note: PDF Files that contain security or encryption create viewing errors for the bidding agency. Please remove the security/encryption before uploading the file."

4. This screen shows the name of the now-attached document, "MAIN STREET PUBLISHING – Proposal for OC Court".

BidSync: Bid #ITDRFPGD090001 - Windows Internet Explorer

https://www.bidsync.com/DPX02/#anchor_ITDRFPGD090001-1-01 RFP Depot, LLC [US] Live Search

File Edit View Favorites Tools Help

Home Search Bids Orders Tools CRM Help Logout

Go to Bid Information

Bid #ITDRFPGD090001 - Telecommunications Fee Study

Time Left: Bid Ends: Jun 3, 2009 3:00:00 PM PDT

OFFER

Note: You have unconfirmed offers on this bid. To confirm your offers, click the submit button. If you wish to remove unconfirmed offers click cancel. Offers already confirmed cannot be removed.

ITDRFPGD090001-1-01 Fee Study

Product Code (optional)

Unit Price \$ Qty/Unit 1 / each Total Price \$ Save

Offer Not Confirmed

Notes for Buyer

Attachments [Upload Attachment]

New MAIN STREET PUBLISHING - Proposal for OC Court.doc [download] Delete

Alternate Offer Remove

Bid Notes: These notes apply to the bid as a whole.

Submit Cancel

Note: This agency may choose to make all documents and notes open to the public.

* Fee Waived.

Home Bid Search Bids Orders Tools Privacy Cert. Terms Logout

Customer Support - vendorsupport@bidsync.com or 1-800-990-9339

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Internet 125%

Question and Answers for Bid #1101-001 - ORACLE EDUCATION

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 7, 2011 9:00:00 AM PST