

Solicitation 0907-002

CIVIL E-FILING PROJECT: ELECTRONIC FILING SERVICE PROVIDER



Superior Court of California, County of Orange

Bid 0907-002
CIVIL E-FILING PROJECT: ELECTRONIC FILING SERVICE PROVIDER

Bid Number 0907-002
Bid Title CIVIL E-FILING PROJECT: ELECTRONIC FILING SERVICE PROVIDER

Bid Start Date Jul 31, 2009 2:15:55 PM PDT
Bid End Date Sep 3, 2009 4:00:00 PM PDT
Question & Answer End Date Aug 14, 2009 4:00:00 PM PDT

Bid Contact Luke J McDannel
Sr. Contract Administrator
Purchasing
lmcdannel@occourts.org

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 90 days
Pre-Bid Conference Aug 10, 2009 10:30:00 AM PDT
Attendance is optional
Location: Optional Proposal Conference will be via a conference call. There will not be any option to attend "in-person."

Follow these instructions to call in and participate in the Optional Proposal Conference Call:

CALL 1 714 834 7400
AGENCY ID is 17
PASSCODE is 212216#

LIMIT - Maximum 2 (two) callers for any one vendor.

Bid Comments The Superior Court of California, County of Orange ("Court") is the third largest trial Court of general jurisdiction in California. The Court is among the leaders in moving to incorporate computer technology to improve the efficiency of the justice system. The Court employs over 1800 people in more than 70 different job classifications to perform a wide range of Court-related functions.

The Court is seeking proposal for an ELECTRONIC FILING SERVICE PROVIDER as part of the Court's Civil E-Filing Project.

Please do not contact the Buyer directly. All questions or requests for clarification must be submitted through BidSync. If you have questions or concerns regarding registering as a supplier on the BidSync site, or regarding processing your quote/proposal, please call BidSync Customer Service at 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 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.

PLEASE NOTE: ATTACH / SUBMIT YOUR PROPOSAL DOCUMENT USING THE "UPLOAD ATTACHMENT" COMMAND YOU WILL SEE WHEN YOU ENTER YOUR PRICE QUOTE FOR LINE ITEM #01.

Item Response Form

Item 0907-002-1-01 - Transaction-based Fee Structure: Price per Document Submission
Quantity 1 each
Unit Price
Delivery Location Superior Court of California, County of Orange
No Location Specified
Qty 1
Description
Quote your price for Transaction-based Fee Structure: Price per Document Submission.

Item 0907-002-1-02 - Transaction-based Fee Structure: Price per Case File Submission
Quantity 1 each
Unit Price
Delivery Location Superior Court of California, County of Orange
No Location Specified
Qty 1
Description
Quote your price for Transaction-based Fee Structure: Price per Case File Submission.

Item 0907-002-1-03 - Transaction-based Fee Structure: Price per Case Type
Quantity 1 each
Unit Price
Delivery Location Superior Court of California, County of Orange
No Location Specified
Qty 1
Description
Quote your price for Transaction-based Fee Structure: Price per Case Type.

Item 0907-002-1-04 - Subscription-based Fee Structure: Price per Annual Subscription
Quantity 1 each
Unit Price
Delivery Location Superior Court of California, County of Orange
No Location Specified
Qty 1
Description
Quote your price for Subscription-based Fee Structure: Price per Annual Subscription.

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 92606

Contract Exceptions Form

PROPOSER'S ACCEPTANCE OF THE CONTRACT TERMS

Mark the Appropriate Choice, below:

- ☐ Proposer accepts Attachment A – Model Contract, including its Terms and Conditions, without exception.

OR

- ☐ Proposer proposes exceptions/modifications to Attachment A – Model Contract, including its Terms and Conditions.

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

Proposer:

Company:

Signature:

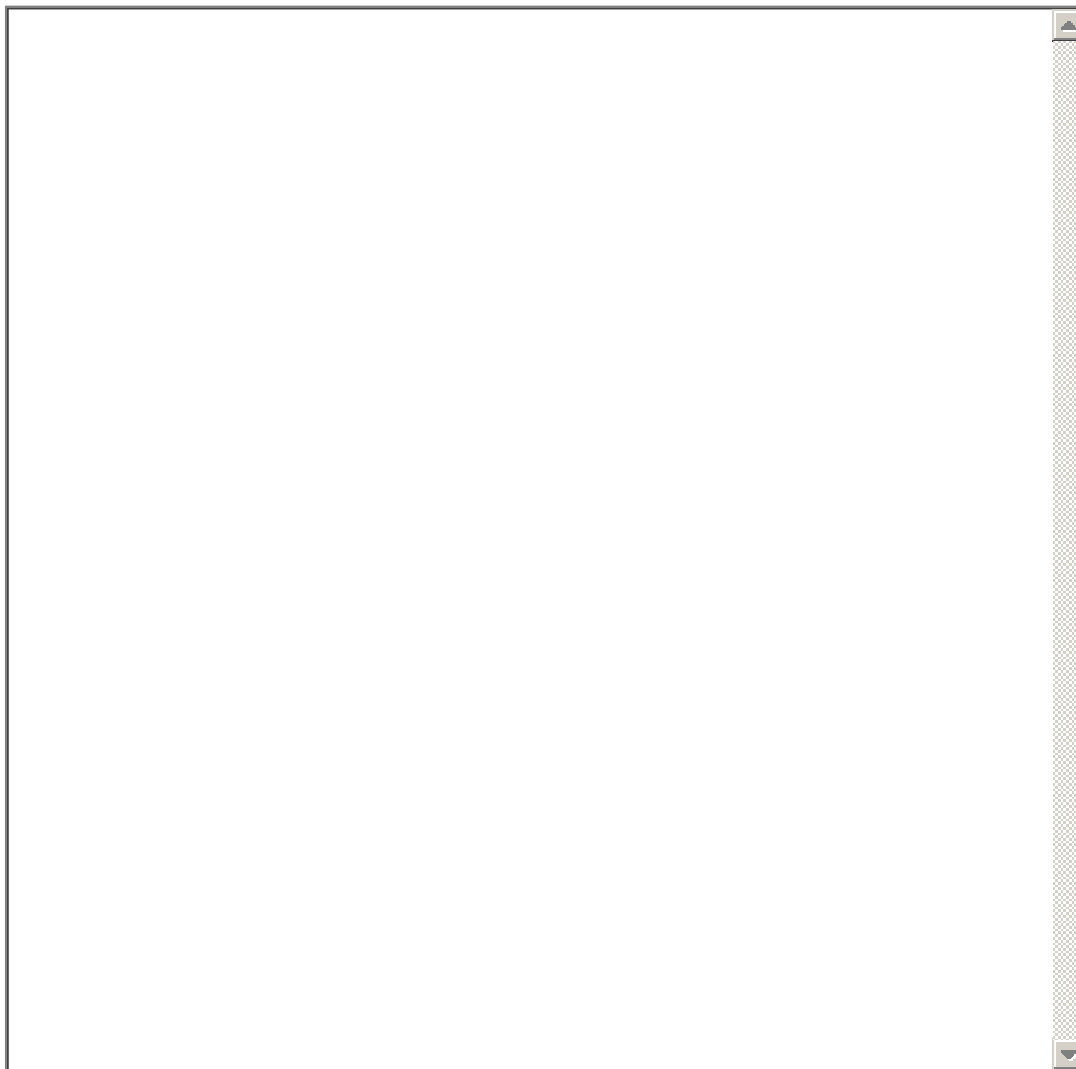
Print Name:

Title:

Date:

Contract Exceptions Form (continued)

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):

A large, empty rectangular box with a thin black border, intended for the proposer to list exceptions to the Model Contract and provide rationale. The box is oriented vertically and occupies the majority of the page below the instruction text. There are small, faint icons in the top-right and bottom-right corners of the box, possibly indicating a scroll or zoom function.

PAYEE DATA RECORD (in lieu of IRS W-9)		For Office Use Only	
AOC TCAFS Revised FY Updated 05/11/0504/05) Form V1 (Required when receiving payments from the Judicial Council of California in lieu of IRS W-9)		VENDOR #	PMT TERMS
Required			
Superior Court, County of			

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information returns(1099). See Page two for more information and Privacy Statement.	
	NOTE: Governmental Entities: Federal, State, and Local (including School Districts), are not required to submit this form.	
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print Clearly) 	
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (First, MI Last) 	E-MAIL ADDRESS
	MAILING ADDRESS 	BUSINESS ADDRESS
	CITY, STATE, ZIP CODE 	CITY, STATE, ZIP CODE
3 PAYEE ENTITY TYPE	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	ENTITY TYPE: ☐ PARTNERSHIP ☐ CORPORATION ☐ ESTATE OR TRUST ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit)	
CHECK ONE BOX ONLY	☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: (SSN required by authority of California revenue and Tax Code Section 18646)	
4 PAYEE	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding	

RESIDENCY STATUS	☐ No services performed in California ☐ Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) 		TITLE
	SIGNATURE 	DATE 	TELEPHONE
	Please choose from the 1099 category below to help us expedite your payment		
6	☐ EMPLOYEE ☐ INTERPRETER ☐ ARBITRATOR ☐ VOLUNTEER ☐ MEDIATOR ☐ INTEREST PAYMENT ONLY ☐ COURT APPT. COUNCIL ☐ GENERAL (MISC) ☐ Other ☐ COURT REPORTER ☐ CONTRACTORS		
	Please return completed from to: Superior Courts of California - County of Orange Attn: Financial Services Dept - Vendor Maintenance P.O. Box 1994 Santa Ana, CA 92702-1994 FAX: (714) 834-4547		
	* Account Information for ACH Credit (Direct Deposit) ☐ Checking ☐ Savngs 9 Digit Routing # Account #		
	* This information is for future use upon software enhancements.		

Requirement to Complete Payee Data Record, STD. 204	
1	A completed Payee Data Record, STD. 204, is required for payments and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through	

4	the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Also, provide the date the form was completed.
6	Please check the box the best describe the type of business/work you provide. This will assist us in processing your payment.
7	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.
8	If you wish to have the money electronically transferred via an ACH credit to your bank account, please provide the information in this box. * This information is for future use upon software enhancements.

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCEPROPOSER EMPLOYER IDENTIFICATION NUMBER

In response to the Request for Proposal, I/we the undersigned hereby declare that I/we have carefully read and examined the RFP documents and all other documents and information posted online at the Court website (www.BidSync.com) and hereby propose to perform the Statement of Work as required in the Contract.

The Contract pursuant to this RFP may not be exclusive. Court expressly reserves the right to contract for performance of services such as those described herein through other Proposers.

The undersigned agrees to supply the services set forth in its submitted Proposal at the costs indicated, if the Proposal is accepted within 90 days from the date specified in the RFP for receipt of Proposals. If recommended for Contract award, the undersigned agrees to execute a Contract that will be prepared by Court for execution, within five (5) 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 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 RFP Documents, Addenda, etc. The undersigned hereby agrees that Court will not be responsible for any errors or omissions in these 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.

BY:

(Signature)

(Email)

(Type or Print Name)

(Phone)

(Title)

(Fax)

PROPOSER CERTIFICATION FORM

I certify that neither (Proposer) 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.

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.

Signature

Printed Name

Title

Date

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:



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

REQUEST FOR PROPOSAL

**PUBLIC/PRIVATE PARTNERSHIP
BETWEEN COURT AND CONTRACTOR**

**CIVIL E-FILING PROJECT:
ELECTRONIC FILING SERVICE PROVIDER**

RFP NUMBER # 0907-002

PROPOSALS DUE BY

**September 3, 2009,
4:00 PM (Pacific Standard Time)**

Court Website for Online Procurement:

www.BidSync.com

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I. INTRODUCTION

1.1 Issuing Body

The Superior Court of California, County of Orange (“Court”) is the third largest trial Court of general jurisdiction in California. The Court has approximately 141 judicial officers and approximately 1800 employees who provide services to county residents and businesses. Operational and administrative services are provided at eight (8) Court facilities. The Court is among the leaders in moving to incorporate computer technology to improve the efficiency of the justice system. Each Courthouse has public terminals through which the public can access information. The Court also has a public website which provides Online Services for Calendar Information, Case Access, E-Filing for Complex, E-Filing for Small Claims, E-Juror and Self-Help services (<http://www.ocCourts.org/>).

The Court’s Civil case types include Small Claims, Limited Civil, Unlimited Civil and Complex. The number of Civil cases processed in fiscal year 2007/08 totaled 85,442, of which 22,340 were in Small Claims, 48,162 in Limited Civil, and 14,940 in Unlimited Civil and Complex.

The Court is issuing this Request for Proposal (“RFP”) to provide the Court with competitive proposals for Civil E-Filing Project: Electronic Filing Service Provider.

1.2 RFP Layout and Sections

This RFP is organized in sections as follows:

1. Introduction
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Scope of Work
5. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified Contractors with expertise as an Electronic Filing Service Provider.

The anticipated term of such contract would be an initial three (3) year period with two optional annual renewals to follow.

The Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP. Court may, within its discretion, award zero, one, two, or more contracts.

II. **PROCUREMENT AND EVALUATION PROCESS**

2.1 **Procurement Schedule and General Instructions**

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	August 3, 2009
2	Optional Proposal Conference	August 10, 2009 10:30 AM (Pacific Stand. Time)
3	Deadline for Submission of Contractor Questions, Requests for Clarifications or Modifications	August 14, 2009 4:00 PM (Pacific Stand. Time)
4	Proposal Due Date and Time	September 3, 2009 4:00 PM (Pacific Stand. Time)
5	Evaluation Period (estimated)	Sept. 4 – 11, 2009
6	Potential Interviews, Negotiations (estimated)	Sept. 14 – 18, 2009
7	Notice of Intent to Award (estimated)	September 23, 2009
8	Notice of Award (estimated)	September 25, 2009
9	Contract Issuance (estimated)	September 29, 2009
10	Performance Start Date of New Contract (estimated)	October 1, 2009

This RFP, associated documents, and/or all addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website":

www.BidSync.com.

Further references in this RFP to "Court website" refer to the BidSync site.

**Contractor should regularly access and monitor Court website
for any/all information related to RFP.**

2.1.1 **Contact List**

Submittal Contact: Luke J. McDannel, Sr. Contracts Administrator
Superior Court of California, County of Orange
Central Justice Center
700 Civic Center Drive West, Room B 121
Santa Ana, CA 92701
(714) 834-5812
lmcdannel@ocCourts.org

Contracting Officer: Sherry Clifford
Contracts Officer
sclifford@occourts.org

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Contractor submitting the Proposal. One copy of each Proposal will be retained for official files.

Even though the Public Records Act (PRA) does not apply to the Court, for this RFP, the Court will look to the PRA standard for guidance in responding to requests for documents. If a Proposal contains material noted or marked as confidential and/or proprietary that, in the Courts sole opinion, would be exempt from disclosure if the PRA applied, then that information will not be made available to the public. If the Court considers that such material would not be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the Contractor's notation or markings. If a Contractor is unsure if its confidential and/or proprietary material would fall within the disclosure exemption requirements of the PRA, then it should not include such information in its Proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Contractors submitting proposals 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 proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Proposal Conference

2.2.1 Optional Proposal Conference

An optional proposal conference to answer questions and discuss information related to this RFP will be held on the date and at the time specified in Section 2.1.

This Optional Proposal Conference will be via a conference call. There will not be any option to attend "in-person."

Follow these instructions to call in and participate in the Optional Proposal Conference Call:

CALL 1 714 834 7400
AGENCY ID is 17
PASSCODE is 212216#

LIMIT - Maximum 2 (two) callers for any one vendor.

The proposal conference is optional; prospective Contractors are encouraged to attend in order to better understand the proposal requirements. In the event a potential Contractor is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one Contractor.

The Court may, within its discretion, prepare a summary of questions and answers from the proposal conference, as an addenda, which would be posted on the Court website.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Contractors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding Attachment A – Model Contract, to the Submittal Contact via e-mail or through the Court 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 Section 2.1.

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

Without disclosing the source of the question or request, the Submittal Contact will post a copy of the questions and the Court's responses on the Court website.

If a Contractor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Contractor may submit the question in writing, 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.

2.3.2 Ambiguity, Discrepancies, Omissions

If a Contractor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem, or notification through the Court 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 proposals by posting an addendum on the Court website.

If prior to the date fixed for submission of proposals a Contractor submitting a proposal 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.

2.3.3 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 RFP 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 response.

All contact with Court during the RFP process must be in writing, via e-mail, to the Submittal Contact, or through the Court website.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Court website. If any potential Contractor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 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 proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Submission (Electronic)

All proposals shall be electronically submitted via the Court Website.

The Contractor is solely responsible for ensuring that the full proposal is submitted via the Court Website, prior to the date and time specified Section 2.1 of this RFP.

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

2.4.2 Amendment or Withdrawal of Proposals

A Contractor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A Contractor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 via e-mail or through the Court website. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a Contractor discovers a mistake in their proposal that renders the Contractor unwilling to perform under any resulting contract, the Contractor must immediately notify the Submittal Contact listed in Section 2.1.1 via e-mail or through the Court website and request to withdraw the proposal. 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 proposal. 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.

2.4.4 Error in Submitted Proposals

If an error is discovered in a Contractor's proposal, the Court may at its sole option retain the proposal and allow the Contractor to submit certain arithmetic 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 proposal 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 proposal 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.

2.4.5 [Section Reserved]

[This section purposefully left blank.]

2.4.6 Knowledge of Requirements

The Contractor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. 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 proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will post addenda and clarifications to the Court website; however, it is the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

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

A proposal submitted by two or more Contractors participating jointly in one proposal 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.

2.4.8 Covenant Against Gratuities

Contractor warrants by signing its proposal 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.

2.5 Overview of Evaluation Process**2.5.1 Evaluation Committee**

The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Contractors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Evaluation of Cost Sheets/Cost Proposals

Cost sheets/proposals will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the Contractor to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

2.5.3 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor's representative to answer questions during the evaluation process with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, Contractors must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Contractor and any proposed Subcontractors):

No.	Minimum Qualifications
1	Three (3) or more years experience as an Electronic Filing Service Provider for government entities/public sector clients, or similar clients. Such services to be the same or substantially similar to those described in the attached Scope of Work.
2	Contractor shall not be currently under suspension or debarment by any state or federal government agency and Contractor shall not be tax delinquent with the State of California or Federal Government (reference Attachment B , Proposer Certification Form).
3	Ability to provide a team of experts in the following areas: Development of E-Filing technology; Document automation; E-Filing standards and specifications; Court calendar management; Ability to communicate effectively and work with all levels of project management and Court staff.
4	Contractor must meet insurance requirements, or show proof of ability to meet the requirements of such coverage, as set forth in Attachment A – Contract
5	Contractor must have any/all required licenses and permits to operate in the State of California, County of Orange.

The Contractor must state specifically in its Executive Summary (see [Section 3.1](#)) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals 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. Quality of Work Plan in proposal;
- c. Thoroughness of Work Plan in responding to the entire SOW;
- d. Quality of value-added services offered to attorneys;
- e. Cost/Pricing factors;
- f. Reasonableness of cost projections;
- g. Financial viability and stability;
- h. Credentials of staff to be assigned to the project;
- i. Ability to meet timing requirements to start up the project, and to operate the project on an ongoing basis;
- j. References;
- k. Proven ability to successfully work with diverse project management and Court staff;
- l. Commitment to high quality customer service.

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, 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 proposal. 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.

2.8.2 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 RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 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 Contracting Officer noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful Contractor(s) will be required to execute a Contract in

accordance with the Scope of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. 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.

2.10 Protest Procedures

The Court's Chief Financial Officer or his or her designee will respond to a protest with a written determination.

For protests based on restrictive Scope of Work or other Scope of Work improprieties, the written determination should be provided to the protestor prior to the Courts' evaluation of the Proposals. If required, the Proposal Submission Deadline may be extended to allow for a reasonable time to review the protest. The Court's Chief Financial Officer or his or her designee's decision will be final.

For protests based upon award, the written determination should be provided within one week of the Court's receipt of a timely protest. If the Court is unable to provide a written determination within one week, the protestor should be notified. If the protest is denied, the protestor may appeal the determination.

In determining the appropriate remedy for an appeal, the Court's Chief Financial Officer or his or her designee shall consider all circumstances surrounding the procurement or proposed procurement, including the seriousness of the procurement deficiency, the degree of prejudice to other parties 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 on the trial Court.

Protest remedies may include, but are not limited to: A refrain from exercising options under the awarded procurement; Termination of the awarded procurement; A re-compete of the awarded procurement; Issuing a new RFP; and/or, Award of the procurement that is consistent with statute or regulation.

All Protests shall be conducted pursuant to the guidelines and timeframes set forth in the Administrative Office of the Courts, Trial Court Financial Policies and Procedures ("COURT FIN") § 6.01 and 7.0, available via e-mail request from the RFP Contact Person.

2.11 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

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

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

Unless otherwise specified in the RFP, the Court may accept any item or combination of items as specified in the RFP, of any proposal unless the Contractor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Contractor so restricts its proposal, 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 Evaluation Committee, the best proposal 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 RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with Contractors to gather additional information.

Proposals 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 RFP 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 RFP.

Court reserves the right to:

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;

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

2.12 No Commitment to Award

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

2.13 No Obligation to Execute a Sole Contract

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

III. **PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

Please adhere to the use of a minimum font size of 10 point.

The following is a strongly-recommended "Outline/Table of Contents"
that proposer should follow in organizing a proposal:

1. Executive Summary (see 3.1 below)
2. Company and Subcontractor Information (see 3.2 below)
3. Company Profile and California Locations (see 3.3 below)
4. Experience and Qualifications (see 3.4 below)
5. Work Plan – Directly Related to SOW (see 3.5 below)
6. Cost Proposal (Using Attachment E – Pricing Sheets / Cost Proposal) (see 3.6 below)
7. Additional Required Forms (see 3.7 below):
 - ✓ Proposer Certification Form – Attachment B
 - ✓ Contract Exceptions Form – Attachment C
 - ✓ Proposal Letter / Certificate of Acceptance – Attachment D
 - ✓ Payee Data Record (AOC) – Attachment F

3.1 Executive Summary

The Contractor must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the Contractor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Contractor's understanding of the requirements. The Contractor must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the Contractor to be a reputable company of strong financial standing experience in providing Administration and Monitoring Services of Traffic Violator School Program. The Contractor's proposal must provide the information requested below. If the Contractor is a joint venture, information about the prime Subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.

- b. Federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the Contractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. A profit and loss statement and balance sheet or a statement of revenues, expenditures and fund balances, for the Contractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the Contractor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover in the Contractor's organization for each of the last three (3) years of service staff who will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).
- l. If Subcontractors are proposed for this RFP, describe the Contractor's contract management process for Subcontractors included in the Contractor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the Contractor and each proposed Subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal tax identification number. Note that if the subcontractor is a sole proprietorship using its social security number, the social security number will be required prior to finalizing a contract.
- c. If incorporated, identify the state of incorporation.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.

- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Percent of turnover in the Subcontractor's organization for each of the last three (3) years of service staff who will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Contractor shall provide a short description of its company. Additionally, see the Scope of Work for any Court Location and Facility requirements.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the Contractor and its Subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Contractor shall:

Describe the Contractor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the Contractor has provided similar products and services within the last three years. The Contractor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the Contractor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Contractor shall provide a specific, detailed project plan that describes how the Contractor intends to provide the requested services which are set forth in Section IV – Scope of Work.

Explain, in full detail, how the Contractor will meet all the needs of Court detailed in the Scope of Work. Contractor should not summarize its services in this section. Rather, explain exactly how the Contractor can meet Court's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Court, etc.

As part of the Work Plan and Methodology, Contractor should go through the SOW requirements item by item and explain how the contractor can/cannot meet each requirement for SOW Sections 4.3, 4.4, 4.5 & 5.

Contractor should demonstrate a clear understanding of the tasks and the potential problems in meeting the Scope of Work requirements. The Contractor should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.

3.5.2 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact procedures (phone, email, fax, etc.)
- Escalation process
- Follow up process
- Process to handle subcontractor or third-party products
- Internal procedures to track customer service contact and resolution

3.6 Cost Proposal

3.6.1 Government Rates

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

3.6.2 Pricing and Price Adjustments

Contractor must submit pricing as required by Attachment E, Pricing Sheets / Cost Proposal.

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 90 days following the Submission Deadline for the RFP.

The Contractor's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The Contractor must explain the proposed process to implement price changes, and how the Court will be notified.

3.7 Required Proposal Forms and Documents

In addition to the items described above in Sections 3.1 through 3.6, all Proposals shall also include:

- 3.7.1 Proposer Certification Form – Attachment B
- 3.7.2 Contract Exceptions Form – Attachment C
- 3.7.3 Proposal Letter / Certificate of Acceptance – Attachment D

IV. SCOPE OF WORK

1. Project Overview

The Court intends to partner with an Electronic Filing Service Provider (EFSP) to provide a litigant or attorney the ability to file (initial & subsequent documents) and conduct Court business for the Civil case type electronically. The EFSP user interface will allow attorneys and parties to rapidly access case file information pertinent to those cases in any Civil case type regardless of the Court location in a seamless, easy to understand way. The Court is requesting proposals from highly qualified Contractors with expertise to provide the Court with electronic services for the Civil E-filing Project (identified in section IV, Scope of Work), in the County of Orange.

The Administrative Office of the Court's (AOC) and statewide Courts have made significant investments in the automation of the Courts. These investments lay a significant foundation for the envisioned electronic filing service. However, several key components are necessary to complete and integrate the technologies into a cohesive and reliable system. The Court is, therefore, seeking to develop a partnership with a company with proven electronic filing experience to integrate with Orange County Superior Court's automated California Case Management System (CCMS).

All documents that are sent electronically must be validated electronically through the Court's "Court Policy File" to the Court's Electronic File Manager (EFM).

The Court is seeking a partner that can potentially:

- Provide an effective electronic filing solution for Civil case types which increases efficiency and productivity for all those participating in the project
- Comply with statewide electronic filing standards (2GEFS) and any extensions required to support the Court's initiative
- Deploy and support an easy to use Internet-based portal that supports both free-form pleadings and form based filings
- Provide support to users of the system (e.g. Subscribers & Court Staff)
- Collect online payments and electronically transmit filing fees per Court established interface protocols
- Provide Legal Services (e.g. Service of Process)
- Provide other value-added services to users (e.g. Intelligent/Assistive Forms, Public Access to Court Documents, Application Development for Specialized Filer Needs)
- Integrate the Court's existing electronic filing solution in Complex Civil
- Integrate with the Court's Document Management capabilities for electronic filing
- Integrate with the California Court Case Management System (CCMS)
- Provide easy fee billing services and a quality and cost-effective service to filers
- Participate in a Court-established cost recovery methodology, which may include

an invoicing component by Court to Contractor

The Court intends to award a contract to a Contractor that is able to perform all of the above within a fluid and dynamic environment, as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

2. Existing E-filing System

Since 2003, e-filing has been utilized at the Court's Civil Complex Center as a highly efficient tool for litigants to file legal pleadings with the Court via a simple website, <http://www.ocCourts.org/directory/civil/complex-civil/e-filing/>. E-filing is now mandatory in Complex Cases as per the Court Rules of the Superior Court, County of Orange, Rule 308 - Electronic Filing Program. Documents can be e-filed at any time, 24/7. The Court's e-file process is straightforward and does not require the use of a 3rd party Contractor. The E-filing system in place today does not integrate with the California Case Court Management System (CCMS).

The Court also provides the following link on its website to I-CAN Legal for electronic filing of Small Claims matters with the Court, <http://www.icandocs.org/ca/sc.html>.

2.1 Existing Case Management System

The Court is currently using the California Court Case Management System (CCMS-V3) for its Civil case types including Small Claims, Civil Limited, Civil Unlimited, Complex, Probate and Mental Health. CCMS is a statewide initiative designed to bring the Courts together to use one application for all case types. CCMS is managed by the Administrative Office of the Courts and has been developed by the AOC, Deloitte Consulting, and five lead Courts (Los Angeles, Orange, San Diego, Ventura and Sacramento). CCMS architecture consists of a single application and code base.

By the end of 2009, CCMS will have enhanced functionality which will include electronic filing which will allow for receipt of electronic filings from e-filing service providers. E-filing provides a mechanism for Integration Partners to send filings to the core application. Consumers of this service could be E-Filing Service Providers (EFSPs) as well as authorized justice partners. Filings could be used to initiate cases or they could be subsequent filings for existing cases. Additional services also provided through E-filing include event scheduling. E-filing is enabled using in-bound Data Exchanges built on the ISB, E-filing Web Services and Clerk Review screens on the core application.

Over the next few years, the functionality of the current interim CCMS application will be expanded and the next phase – V4 - will include family law, juvenile, criminal and traffic case types. The CCMS-V4 system consists of four major products namely, CCMS-V4 Core application, V4 Portal application, Data Exchanges that run on the AOC Integration Services Backbone (ISB) and the Statewide Reporting Data Warehouse

(SWRDW). Each of these applications serves complimentary purposes and user bases, with the CCMS-V4 Core application acting as the heart of the case management system. This additional functionality will ultimately improve the ability of the judicial branch to collect, process, analyze and share information, and increase the public's access to Court information.

3. Court's E-Filing Technology Environment

The Court seeks to implement a web based solution for electronically submitting civil documents to the Court. The chosen Contractor will act as an electronic file service provider and interact with a Court hosted E-filing application. The Court's selected E-filing solution will utilize industry standard xml based web services for sending and receiving messages, data & pdf documents from and to the Contractor. The Court's E-filing application is coded in Java, utilizes an Apache/Tomcat web server and runs on Sun Solaris Sparcv9 File Servers.

3.1 California Rules of Court (CRC) – Filing and Service by Electronic Means

All solutions implemented as a result of this RFP must be compliant with the current and applicable California Rules of Court. For further information please visit the California Judicial Branch website at <http://www.Courtinfo.ca.gov/index.htm>.

Rules for Filing and Service by Electronic Means (CRC 2.250 to 2.261) are located at <http://www.Courtinfo.ca.gov/rules/index>.

Please also visit the Judicial Branch's Electronic Filing website located at <http://www.Courtinfo.ca.gov/programs/efiling/> for information about the Branch's initiatives.

3.2 Rules for E-filing at the Superior Court of California, County of Orange

Effective January 1, 2008, pursuant to the Superior Court of California, County of Orange, Local Rule 308 - Electronic Filing Program, all papers in complex civil actions, must be electronically filed with the Court unless the party has been specifically excused from doing so by the Court.

For further information please visit the Court's website at <http://www.ocCourts.org/directory/local-rules/>.

4. SERVICES TO BE PROVIDED

4.1 Description of Products and Services to be Provided

The Scope of Work defines requirements to be met during the life of the contract. The Contractor shall complete and submit the functional requirements document for electronic filing services as outlined below. The scope of services will be reviewed with the Court to establish critical activities which must be accomplished by mutually agreed to dates to ensure the Project's completion by the desired completion date. Contractor will commit to the Court resources necessary within a mutually defined time schedule.

The Contractor will schedule work based on changing priorities. Procedures will be established to insure the timely turnaround of the Court's requirements.

4.2 Scope of Services

The Court intends to partner with an Electronic Filing Service Provider (EFSP) to provide a litigant or attorney the ability to submit filings to the Court (initial & subsequent documents) and conduct Court business for Civil case types electronically. The EFSP user interface will allow attorneys and parties to rapidly access their own case file information pertinent to any Civil case type regardless of the Court location in a seamless, easy to understand way.

4.3 Specifications

(Contractor's Work Plan contained within its proposal, see RFP Section 3.5, shall include line-by-line responses to all line items contained in this 4.3 "Specifications" sub-section)

(Contractor is also invited to include in its proposal other similar or related services, ideas, concepts or suggestions in its proposal.)

- 4.3.1 The EFSP user interface must integrate with the Court's automated California Court Case Management System (CCMS), and all documents that are sent electronically must be validated electronically through the Court's "Court Policy File" to the Court's Electronic File Manager (EFM).
- 4.3.2 Contractor's application shall conform to the 2GEF's specification.
- 4.3.3 Contractor shall partner with the Court to capture all the required data elements to be passed from the EFSP to CCMS via 2GEF's XML file.
- 4.3.4 All filings must be compliant with ISO 32000-1 (Portable Document Format) and be fully text searchable.
- 4.3.5 Contractor shall not send individual E-filing XMLs of size over 60MB and cumulative E-filing XMLs of size 250 MB, unless approved by the Court. This may be modified throughout the development/deployment at the Court's discretion.
- 4.3.6 Contractor shall develop an EFSP solution which provides a quality and cost-effective service to filers.
 - Initial service fees and all subsequent fee modifications shall be subject to Court approval.
 - Contractor to provide fee structure to the Court.

4.3.7 Contractor to participate in a cost recovery methodology established by the Court, which could potentially be generated through fees paid by E-filers. Court may establish a cost recovery invoicing component to contractor.

- Contractor is responsible for development of the 2GEFS interface and environment in which the filer can conduct business at their own expense.

4.3.8 Contractor system shall provide Online service fee payment support

- The Contractor shall develop/implement a Court-established process for transmitting Court filing fees. The Court will consider consultants past experience and recommendations for best practices in determining the payment process and fee transmittals. However, Court will have the final responsibility for selecting the best methodology for the Court.
- Depending on the final selection of Online service/filing fee payments, Contractor may be responsible any costs associated with rejected filings or refunds. The handling of Filing Fee Waivers approved by the Court shall be addressed during the development phase of the project.
- Depending on the final selection of Online service/filing fee payments, Contractor may be responsible for any costs associated with third party fees, and/or any other costs associated with public E-filing transactions.
- Contractor shall meet minimum Accounting Standards as established and/or adopted by the Court, and if applicable, shall meet all Court CCMS integration requirements.
- Per Court requirements, Contractor shall provide regular periodic (daily, weekly, monthly, quarterly, annually) and ad hoc reporting capabilities for all case related financial and statistical transactions/activities between Contractor and Court. Contractor will also provide monthly reports, per Court requirements, to allow for reconciliation for all cost recovery fee transactions between Court and Contractor. For example: Court can verify that monies received match filings actually recorded in CCMS and/or Court could validate number of filings, types or filings, etc. against the CCMS.

4.3.9 Contractor shall provide Court-compliant security measures (e.g. firewalls, 128 bit encryption) between their system and the Court's network

- Transmission encryption prior to authentication and throughout the E-filers or Court Administrator interaction with the EFSP
- SQL Injection/HTML Script Prevention
- Virus Scanning and remediation
- File type validation and remediation

- Web Content and Filtering
 - Spam filtering
 - Backup and Disaster Recovery plan if deemed necessary by Court
- 4.3.10 Contractor shall implement and provide the Court on demand access to security audit logs maintained by the Contractor
- Audit logs of all associated e-filing transactions shall be recorded and maintained at all times by the Contractor and Court
 - The Court may at its discretion modify its standard
 - The Court will coordinate the changes to its standards with the Contractor
 - Contractor shall implement and provide the Court on demand access to security audit logs maintained by the Contractor
- 4.3.11 Contractor shall work with Court to develop an approved project plan for development, testing (unit, user acceptance), implementation and post-implementation phases of the project.
- 4.3.12 Contractor system shall be available 24 hours a day, 7days a week, 365 days a year, less time for scheduled maintenance and support
- 4.3.13 Contractor system shall account for and accurately record the dates and times of electronic case filings submitted to the Court
- 4.3.14 Contractor system shall provide case initiation, supplemental, and amended filings support
- Any filings, pleadings, and documents submitted subsequent to the initial case filing must reference, at a minimum, the case number, party names, and party identifiers associated with initial case filings
 - Shall support litigant types; examples:
 - Individual attorneys and their authorized agents
 - Law firms and their attorneys
 - Self-represented litigants
 - Government Agencies
 - Interested Parties
- 4.3.15 Contractor system shall be designed so that it is easy-to-use by its users
- 4.3.16 Contractor shall provide facilities that enable the E-filer to identify, retrieve, submit sealed case documents
- Confidential case types include, but not limited to, Unlawful Detainer cases for 60 days upon filing
- 4.3.17 Contractor system shall provide and support an easy to use Internet-based portal

for universally accepted Court forms for the collection and transmission of 2GEF's XML based data to the receiving Court's CCMS

- Free-form (e.g. pleadings)
- Form-based (e.g. fill-in-the-blank and assistive forms)

4.3.18 Contractor system shall provide support for the concurrent exchanges of case file information/records between E-filers and the Court's CCMS

- Contractor will provide Exception Reports for all issues associated with data or financial transaction transmissions between Court and Contractor.

4.3.19 Contractor system shall provide for secure exchanges of case file information and associated transaction data between 2GEF's XML, and the Court's CCMS via the Court's EFM.

4.3.20 Contractor shall provide timely notification for receipt and acceptance of filings to the E-filing party

4.3.21 Contractor shall adhere to and comply with all applicable State and Local Court Rules and Administrative Orders associated with E-filing

- All transactions must be compliant with California Rules of Court, including any "Value-Added Services"

4.3.22 Contractor shall describe "Value-Added Services" (i.e. online payment, electronic forms creation, electronic dockets, e-service, etc.)

- Value-added services must be agreed upon to and explicitly approved by the Court prior to initiating service
- Value-added services must adhere to the Court's standard and technical requirements

4.3.23 Contractor may offer additional services not included in the specification of this RFP

4.4 Case File/Document Access and Distribution

(Contractor's Work Plan contained within its proposal, see RFP Section 3.5, shall include line-by-line responses to all line items contained in this 4.4 "Case File/Document Access and Distribution" sub-section)

(Contractor is also invited to include in its proposal other similar or related services, ideas, concepts or suggestions in its proposal.)

4.4.1 The Court is the sole authorized custodian of case file information (e.g.

documents, meta data, etc.) submitted, either manually or electronically

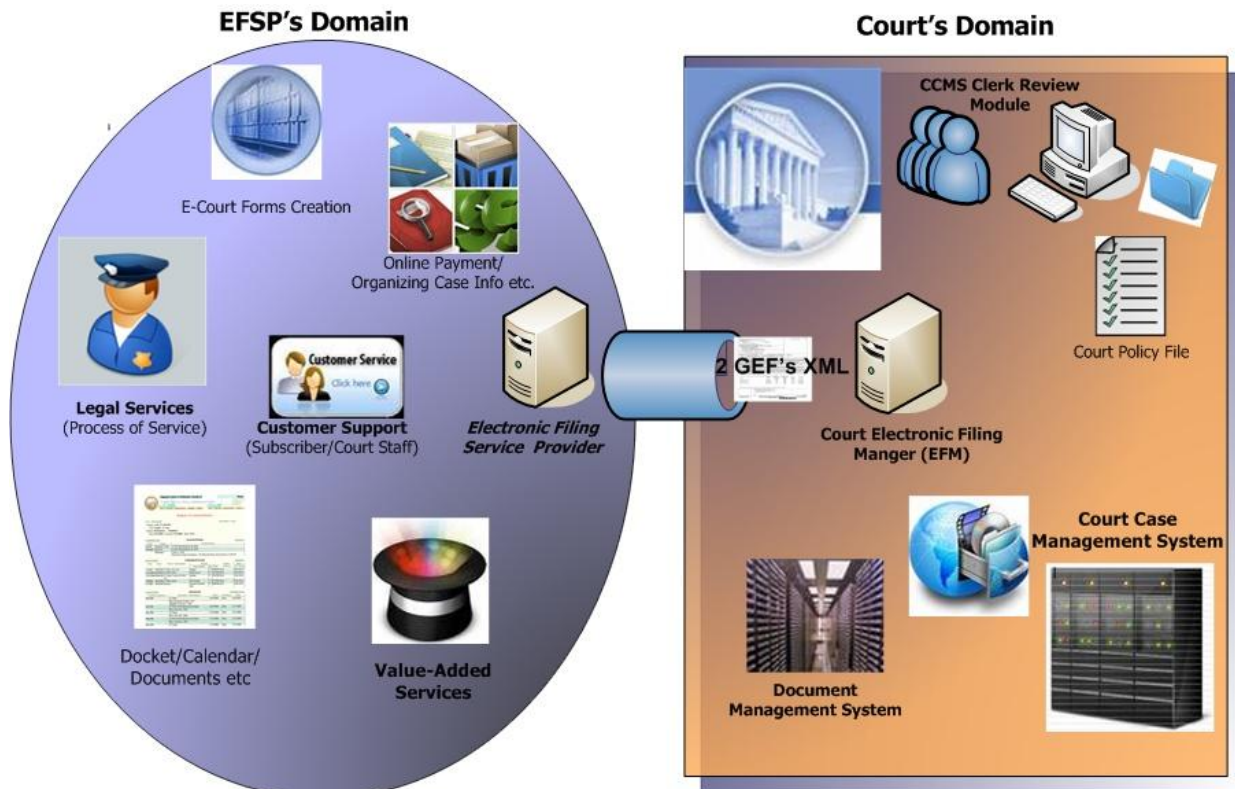
- 4.4.2 The Court shall retain and maintain all submitted case files
- 4.4.3 The Court shall determine which case file documents to release, to whom, in which format, under which conditions, and when on a case-by-case and/or scenario-by-scenario basis
- 4.4.4 The Court shall manage case file distribution process to internal and external stakeholders
- 4.4.5 Contractor shall not provide access to Court records, official or unofficial, directly or indirectly, unless expressly authorized by the Court
- If authorized by the Court, Contractor shall provide litigant/party access only to those case documents to which the litigant/party is associated
 - If authorized by the Court, Contractor shall provide a mechanism for the Court and the case litigants/parties to print any document imaged on the accessible database(s) related to the associated litigants'/parties' cases without loss of content or appearance
- 4.4.6 Contractor shall not retain and/or distribute copies of case file/document submissions

4.5 Contractor and Court E-Filing System Roles and Responsibilities

(Contractor's Work Plan contained within its proposal, see RFP Section 3.5, shall include line-by-line responses to all line items contained in this 4.5 "Contractor and Court E-Filing System Roles and Responsibilities" sub-section)

(Contractor is also invited to include in its proposal other similar or related services, ideas, concepts or suggestions in its proposal.)

- 4.5.1 Contractor and Court roles and responsibilities are highlighted below
- The Contractor Domain depicts the key features that the Court requires, and also contains the 'Value-Added' services the Contractor may provide
 - The Court Domain includes the EFM, CCMS application, and DMS.



4.5.2 Basic Flow of Information:

A litigant or attorney submits through the EFSP a filing (e.g. initial or subsequent). That file must first meet the 2GEF's standard and then be validated electronically against the Court Policy File (XML), which the Court will provide initially and whenever modified, to the EFSP. Once validated through the Court Policy File, the 2GEF's XML file is sent in the proper format to the Court's Electronic File Manager (EFM). The EFM will then be validated for three things:

- EFM (Validations):
 - Checks for validation and well-formedness
 - Court Policy File validation
 - Code Validation (e.g. data fields)

If it doesn't pass the above criteria, then the file is rejected back to the EFSP, however if it does pass then it is placed onto the EFM server awaiting CCMS to make a call to pull it from the EFM onto the CCMS Web Logic servers to be processed by a clerk.

4.6 Testing

Contractor shall work with Court to establish a project plan encompassing Unit and User Acceptance Testing protocols to be signed off by both Court and Consultant prior to implementation. Contractor will participate with the Court in end-to-end testing of all services including, but not limited to Court Policy File validation, on-line fee payment remittances, and any added-value services agreed upon by the Court.

4.7 The Project Management Process

The Contractor shall staff an upper-level relationship manager for this project, providing strategic support, a senior interface with Court management, and a point of escalation for any and all needs.

The Contractor shall use Microsoft Project to manage the project timeline and Deliverables.

The Court will provide a secure project site which can serve as a central workspace for project documents (statements of work, Deliverable documents, project plans, etc.) and team contact information.

The Court and Contractor will assemble a Project Management Team, which shall include the Contractor and Court Project or relationship Managers.

4.8 Deliverable Acceptance

The Contractor shall coordinate Deliverable review and acceptance in accordance with an agreed upon process per an awarded contract that includes Minimum Terms and Conditions.

5. Additional Required Response Items

(Contractor's Work Plan contained within its proposal, see RFP Section 3.5, shall include line-by-line responses to all line items contained in this 5. "Additional Required Response Items" sub-section)

(Contractor is also invited to include in its proposal other similar or related services, ideas, concepts or suggestions in its proposal.)

The Contractor shall provide a written description of how the Contractor intends to meet the requirements of this RFP and implement the project, specifically, Contractor shall provide the information regarding methodologies and organization. Discuss Contractor's philosophy towards project management and keeping the project within budget and on schedule. The description shall include, but not be limited to, the following:

- 5.1 Project Team structure, experience, roles and responsibilities (include a description of communication process, Project Team support, and periodic Project review process)
- 5.2 Project Management procedures, including the extent of use of PMBOK (Project Management Body of Knowledge)
- 5.3 Communication process with the Court
- 5.4 A draft project plan (GANTT chart in MS Project or other suitable format) that describes the project level tasks, sub-task, expected duration, start and finish periods, resources (programmer, business analyst, project manager, etc.) and appropriate dependencies, including Court staff and information requirements
- 5.5 Staff and Information expectations from the Court
- 5.6 Deliverables to be produced by Contractor (this section should contain a detailed description of all features of the product, with particular attention to those features

that meet the functional requirements stated in this RFP.) Include screen shots, sample reports, process flowcharts, data flow diagrams, etc.

- 5.7 Design, Development, Testing, Quality Assurance, User Acceptance Testing, Implementation in production environment, Post-production activities and support
- 5.8 Change order process
- 5.9 Project evaluation, monitoring, and reporting
- 5.10 Subcontracted portion of work and names of subcontractors, including hours and scope of work subcontracted
- 5.11 Reports (Project and Post-production)
The Contractor shall describe the common reports that are available to the Court. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Contractors are encouraged to include a sampling of common reports. In addition, Contractor shall describe its capabilities to provide reports as may be required.

V. ATTACHMENTS

Attachment A	Model Contract / Terms and Conditions
Attachment B	Proposer Certification Form
Attachment C	Contract Exceptions Form
Attachment D	Proposal Letter / Certificate of Acceptance
Attachment E	Pricing Sheets / Cost Proposal
Attachment F	Payee Data Record (AOC
Attachment G	Court Locations

RFP ATTACHMENT A: MODEL CONTRACT**Agreement between
Superior Court of California, County of Orange
and [insert name of Contractor]**

This Agreement is made between [insert name of Contractor], [insert Contractor's address], [insert State], [insert zip code] ("Contractor") and the Superior Court of California, County of Orange, an entity of the State of California ("Court").

Background

- A. Court has need for services related to the Court's Civil E-Filing Project.
- B. Contractor submitted a proposal in response to the Court's Request for Proposals for Civil E-Filing Project Services (RFP# _____) issued by the Court on _____. All Court RFP #_____ and RFP-related documents (i.e., Addendum, Questions and Answers, etc.), the Contractor's Technical Proposal, Cost Proposal, and other related documents submitted by Contractor in response to the RFP are hereby incorporated by this reference into this agreement as though fully set forth herein. Because these documents are specifically known to both Parties, and currently in the possession of both Parties, these documents are not physically attached to this agreement. However, these items constitute contractual documents.
- C. Court has elected to award a contract to Contractor based on Contractor's response to RFP _____, and Contractor's experience, expertise and ability to meet the needs of the Court

In consideration of their mutual promises, and subject to the attached terms and conditions, the parties agree as follows:

1. Term and Effective Date of Agreement

This Agreement shall be effective from [insert effective date] through [insert end date], with two optional annual renewal periods of one year each, such options within the discretion of the Court and in mutual agreement between Court and Contractor, unless otherwise terminated. This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.

2. Contract Documents

Incorporated into this Agreement are the following attachments (collectively, "the Contract Documents"):

- (1) This Contract Cover Sheet(s);
- (2) Exhibit A - Definitions;
- (3) Exhibit B-1 - General Terms and Conditions;
- (4) Exhibit B-2 - Supplemental Terms and Conditions;
- (5) Exhibit C - Payment Terms;

- (6) Exhibit D -1, Scope of Work from RFP # _____;
- (7) Exhibit D-2, Selected portions(s) of Contractor's successful proposal submitted in response to RFP # _____;
- (8) Exhibit E, Attachments (including Attachment 1, Acceptance and Sign-off Form, and Attachment 2, AOC Travel Rate Guidelines).

In the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and shall determine which terms will prevail:

- Contract Cover Sheet;
- Exhibit B-1 - General Terms and Conditions;
- Exhibit B-2 - Supplemental Terms and Conditions,
- Exhibit C - Payment Terms;
- Exhibit D-1, Scope of Work from RFP # _____;
- Exhibit D-2, Selected portions(s) of Contractor's successful proposal submitted in response to RFP # _____; and,
- Exhibit E – Attachments.

Any Amendments to this Agreement, starting with the most recent, shall take precedence over the existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

3. Contract Amount

As set forth further in Exhibit C, Payment Provisions, the Contract Amount shall not exceed [insert not to exceed amount of contract].

4. Representatives:

A. Notices: Notices, as may be required in the Agreement, will be provided to the following:

COURT:	CONTRACTOR:
[Insert name of individual to receive notices]	[Insert name of individual to receive notices]
[Insert title of individual]	[Insert title of individual]
[Insert street address (NOT A PO BOX) for notice]	[Insert street address (NOT A PO BOX) for notice]
[Insert State and zip code]	[Insert State and zip code]

B. Project Management: The roles and responsibilities of the Court's Project Manager and the Contractor's Project Lead, named below, are outlined in the Agreement.

COURT PROJECT MANAGER	CONTRACTOR PROJECT LEAD
[Insert name of individual to receive notices]	[Insert name of individual to receive notices]
[Insert title of individual]	[Insert title of individual]
[Insert street address (NOT A PO BOX) for notice]	[Insert street address (NOT A PO BOX) for notice]
[Insert State and zip code]	[Insert State and zip code]

SIGNATURES

Superior Court of California, County of Orange	[Insert name of Contractor]
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date::

End of Contract Cover Sheet

EXHIBIT A

Definitions

1. **Administrative Office of the Courts (AOC):** staff agency to the Judicial Council of California, the policy-making body of the California Court system.
2. **Agreement:** entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
3. **Amendment:** written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
4. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.
5. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Court concerning the past, present, or future official business and/or the results of the provision of services to the Court, and (iv) information relating to Court personnel and Court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
6. **Contract Amount:** total dollar amount of the contract.
7. **Contractor:** individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.
8. **Court:** Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.
9. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
10. **Deliverable:** hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
11. **Judicial Branch Entity:** State of California public entity that includes any superior Court, any Court of appeal, the Supreme Court of California, the Judicial Council of

California, or the Administrative Office of the Courts, as defined in California Government Code §900.3.

12. **Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
13. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:
 - (1) depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or
 - (2) hand-delivery to the other party's authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.
14. **Project Lead:** Contractor's representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.
15. **Project Manager:** Court representative who will operate as the main interface between Contractor and the Court regarding the Work to be performed under this Agreement.
16. **Stop Work Order:** written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.
17. **Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
18. **Task:** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court
19. **Third Party:** any individual or entity not a party to the Agreement.
20. **Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

END OF EXHIBIT A

EXHIBIT B-1

General Terms and Conditions

1. Accounting.

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

A. **Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. **Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal Courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

A. **ADA Compliance.** Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. **FEHA Compliance.** Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. **Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. **Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. **National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of Court by a federal Court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. **Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

6. Changes in Work; Stop Work

A. Changes in Work.

A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit D, Scope of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases

Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. **Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors 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. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. **Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest;

Prohibition Against Gratuities

A. Conflict of Interest.

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, 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.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of Court's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, 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.

B2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C (Payment).

A. **Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. **Disallowance.** If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. **Independent Contractor.**

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D (Scope of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. **Contractor's Employees.**

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

C. **Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D – Scope of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the “right to control” and bear the sole responsibility for the job site conditions and safety.

D. **Permits, Laws, and Regulations.**

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. **Subcontracting.**

E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.

E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. **Signature Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. **Escalation.**

A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer (“CEO”) or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:

- a) provide detailed factual information;
 - b) identify the specific provisions in this Agreement on which any demand is based;
 - c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
 - d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment.
- Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. **Confidentiality During Dispute Resolution.**

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A. Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

A. **General Insurance Requirements.** Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverages:

1. Workers' Compensation at statutory requirements of the state of residency.

2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence,
4. Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
5. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence.
6. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.

D. Endorsements; Additional Insureds.

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;
3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;
5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;
6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.

E. **Waiver of subrogation.** Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

15. Limitation of Liability

Court will not be liable to Contractor, 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. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Modification.

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Scope of Work).

17. Prohibited Bids for End Product of this Agreement

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

19. Scope of Work; Acceptance

A. **Scope of Work.** Contractor will perform and complete all Work described in Exhibit D – Scope of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. **Acceptance.**

B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in Exhibit D – Scope of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work..

B.2 Project Manager shall use the Acceptance and Sign-off Form (in the form provided as Attachment 1) to notify the Contractor of acceptance or non-acceptance.

B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

C. **Prior Work.** Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

20. Standard of Performance; Warranties

A. **Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. **Warranties.**

B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 **Non-Infringement.** Contractor 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.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.

C. **Personnel Requirements.**

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals (listed in Exhibit. E: Attachments) during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. **Background Checks.** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

21. **Survival.**

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

22. **Termination**

A. **Termination for Cause.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. **Termination for Convenience.**

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; Severability

A. **Waiver of Rights.** Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

END OF EXHIBIT B-1

EXHIBIT B-2

Supplemental Terms and Conditions

- 1. VISIT TO WORK SITE:** Seller shall make arrangements with the Court to visit the work site and arrange for access. Seller is responsible to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (a) the availability, location, and extent of storage areas and other facilities, including but not limited to, electrical and communication utilities; (b) necessary safety precautions and safeguards; (c) work to be performed by Seller or others; and (d) rules, regulations and requirements to be observed by Seller in the conduct of the work. LACK OF KNOWLEDGE OF EXISTING CONDITIONS WILL NOT BE ACCEPTED AS AN EXCUSE FOR FAILURE TO PERFORM THE SPECIFIED WORK, NOR SHALL SUCH EXCUSE BE ACCEPTED AS A BASIS FOR CLAIMS OR ADDITIONAL COMPENSATION.
- 2. CONDUCT OF WORK:** The Seller shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. The Seller will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards. Upon completion of the work, Seller shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. Further, the Seller shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations issued by the California Department of Industrial Relations. The Seller shall be liable for damages arising out of injury to the Court's employees or its contractors during performance of the work, provided that the injury or damage was caused by the fault or negligence of the Seller, or by its equipment or tools.
- 3. VERIFICATION OF WORK PERFORMED:** The Seller must furnish the Court with a written record that includes: a) location where work was performed; b) description of specific work; and c) time and materials required. The work performed by Seller shall be subject to written acknowledgement and acceptance by the Court. The Seller will obtain written acceptance from the Court prior to submission of an invoice and request for payment.
- 4. GUARANTEE:** For a period of one hundred eighty (180) days after the date of completion of the work of this Order, the Seller, upon notification from the Court, shall promptly schedule and make all repairs to all Seller-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Order.
- 5. COMPLIANCE WITH LAWS, REGULATIONS AND PERMITS:** The Seller shall comply with and give all notices required by all laws, ordinances, codes, rules, regulations and permits relating to the conduct of the work. Except as specifically provided herein, the Seller shall obtain and pay for all licenses necessary for the conduct of the work.
- 6. RISK OF LOSS OR DAMAGE TO WORK:** Until the work is completed and accepted by the Court, the risk of loss or damage to equipment or products provided by the Seller shall remain with Seller. No damages or extras will be allowed for unforeseen difficulties or obstructions.
- 7. LIENS:** Seller shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Seller in an amount sufficient to discharge delinquent accounts of Seller or any of Seller's subcontractors for which liens on the Court's or County's property have been or can

be filed or for which stop notices have been or can be filed. Seller must furnish unconditional lien releases to the Court.

8. **SELLER'S EMPLOYEES:** Seller's employees will be entirely and exclusively under the direction, supervision, and control of Seller. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Seller. Seller shall indemnify and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any employee or subcontractor of Seller.
9. **BACKGROUND CHECKS:** The Court has the right, but not the obligation, to request or conduct a background check on Seller's employee and/or subcontractors. The Seller shall cooperate in performing the background check and will provide any release, waiver or permission the Court may need to conduct the background check. Expenses regarding such services are to be negotiated with the Court.
10. **BONDS:** The Court **may** require written evidence of Seller's ability to obtain from a reputable bond company required bonds. If requested, the Seller may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses shall be determined by the Court.
11. **CALIFORNIA RULES OF COURT:** The Court and Contractor both expressly agree that they will be bound by all California Rules of Court including, but not limited to, Rule 2.255 concerning "Contracts with Electronic Filing Service Providers" as follows:

2009 California Rules of Court

Rule 2.255. Contracts with electronic filing service providers

(a) Right to contract

- (1) A court may contract with one or more electronic filing service providers to furnish and maintain an electronic filing system for the court.
- (2) If the court contracts with an electronic filing service provider, it may require electronic filers to transmit the documents to the provider.
- (3) If there is a single provider or an in-house system, it must accept filing from other electronic filing service providers to the extent it is compatible with them.

(Subd (a) amended effective January 1, 2007.)

(b) Provisions of contract

The court's contract with an electronic filing service provider may allow the provider to charge electronic filers a reasonable fee in addition to the court's filing fee. The contract may also allow the electronic filing service provider to make other reasonable requirements for use of the electronic filing system.

(c) Transmission of filing to court

An electronic filing service provider must promptly transmit any electronic filing, with the applicable filing fee, to the court.

(d) Confirmation of receipt and filing of document

- (1) An electronic filing service provider must promptly send to an electronic filer confirmation of the receipt of any document that the filer has transmitted to the provider for filing with the court.
- (2) The electronic filing service provider must send its confirmation to the filer's electronic notification address and must indicate the date and time of receipt, in accordance with rule 2.259(a).
- (3) After reviewing the documents, the court must promptly transmit to the electronic filing service provider and the electronic filer the court's confirmation of filing or notice of rejection of filing, in accordance with rule 2.259.

(Subd (d) amended effective January 1, 2007.)

(e) Ownership of information

All contracts between the court and electronic filing service providers must acknowledge that the court is the owner of the contents of the filing system and has the exclusive right to control the system's use.

- 12. WEBSITE CONTENT:** Court and Contractor both expressly agree that any/all content, links, images, pictures, offers, information., etc., of any type on the Contractor's website used to provide Electronic Filing Services Provider services for the Court are subject to Court review and approval. Upon Court notification to Contractor that any such item is unacceptable to the Court, Contractor shall promptly remove such item from the website, no later than 3 business days after such notification. Further discussions may certainly take place between the Court and Contractor about the appropriateness of said item, but those discussions will not initially effect the Contractor's duty to remove the item within 3 business days after notification from the Court.

END OF EXHIBIT B-2

Exhibit C
Payment Terms

**This Exhibit will be developed later in the process,
to reflect the final agreement
between the Court and the successful Contractor.**

End of Exhibit C

**Exhibit D-1
Scope of Work**

This Exhibit will contain the Scope of Work from the RFP.

END OF EXHIBIT D-1

**Exhibit D-2
Scope of Work**

**This Exhibit will contain selected, important provisions
from the successful proposer's proposal submitted in response to the RFP.**

END OF EXHIBIT D-2

Exhibit E
Attachments

Attachment 1: **Acceptance and Sign-Off Form**

Attachment 2: **AOC Travel Rate Guidelines**

Attachment 3: *List additional attachments as appropriate*

Attachment #1
Acceptance and Sign-Off Form

Description of Work provided by Contractor:

Date submitted:_____

Work is:

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

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

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

Please note level of satisfaction:

☐ Poor ☐ Fair ☐ Good ☐ Very Good ☐ Excellent

Comments, if any:

☐ Work is accepted.

☐ Work is unacceptable as noted above.

Name:_____

Title:_____

Date:_____

END OF ATTACHMENT #1

Attachment #2

AOC Travel Rate Guidelines

The AOC'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 \$.48.5 per mile

Other Business Expenses – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed. Receipts for telephone or telegraph charges related to performance of services under an AOC contract of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

END OF ATTACHMENT #2

END OF EXHIBIT E

END OF MODEL CONTRACT / TERMS AND CONDITIONS

RFP ATTACHMENT B PROPOSER CERTIFICATION FORM

This form is stored on BidSync.

***This required form is accessible on the Court website.
This form must be completed and submitted online through the Court website prior to
submission of a proposal.***

RFP ATTACHMENT C CONTRACT EXCEPTIONS FORM

This form is stored on BidSync.

***This required form is accessible on the Court website.
This form must be completed and submitted online through the Court website prior to
submission of a proposal.***

RFP ATTACHMENT D
PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

This form is stored on BidSync.

***This required form is accessible on the Court website.
This form must be completed and submitted online through the Court website prior to
submission of a proposal.***

RFP ATTACHMENT E **PRICING SHEETS / COST PROPOSAL**

**On the Court online procurement website www.BidSync.com,
the items on the Pricing Sheet below are listed as separate line items.**

Please enter your quotes through BidSync.

PRICING SHEET

OPTION 1:

COST

Vendor shall provide a fee structure based on E-Filing System Transaction Activity:

\$_____

- a. By document submission \$_____
- b. By case file submission \$_____
- c. By case type \$_____

Vendor shall agree to include a Court "Cost Recovery Interface" fee.

\$(To be provided by
Court)_____

TOTAL FEE

\$_____

OPTION 2:

Vendor shall provide a fee structure based on an E-Filing System "Annual Subscription" service. \$_____

Vendor shall agree to include a Court "Cost Recovery Interface" fee.

\$(To be Provided by
Court)_____

TOTAL FEE

\$_____

*** The Court welcomes the submission of additional, alternative pricing structures. ***

**RFP ATTACHMENT F
PAYEE DATA RECORD (AOC)**

This form is stored on BidSync.

***This required form is accessible on the Court website.
This form must be completed and submitted online through the Court website prior to
submission of a proposal.***

RFP ATTACHMENT G

COURT LOCATIONS

This form is accessible and viewable on the Court website.

Question and Answers for Bid #0907-002 - CIVIL E-FILING PROJECT: ELECTRONIC FILING SERVICE PROVIDER

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: Aug 14, 2009 4:00:00 PM PDT