



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

REQUEST FOR PROPOSAL

ISSUE DATE: MAY 6, 2011

**CCMS E-FILING PROJECT
ELECTRONIC FILING SERVICE PROVIDER**

RFP NUMBER YR3629-11

PROPOSALS DUE BY

**June 6, 2011,
2:00 PM (Pacific Daylight Time)**

**MANDATORY
Proposal Conference
May 17, 2011
2:00 PM (Pacific Daylight Time)**

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I. INTRODUCTION

1.1 Issuing Body: San Diego Superior Court

The Superior Court of California, County of San Diego (“the Court”) is the second largest trial Court of general jurisdiction in California. The Court has approximately 150 judicial officers and 1,500 employees providing a full range of court services for disputes and cases

involving civil, criminal, family, domestic, and juvenile law. Highlighted by the adjacent map, the Court operates in 10 major and satellite facilities (locations are numbered) spread across Central, East, North and South San Diego County.



1. Central Courthouse
2. Hall of Justice
3. Family Court
4. Madge Bradley Courthouse
5. Kearny Mesa Traffic Court
6. Juvenile Court
7. East County Courthouse
8. North County Courthouse
9. South County Courthouse
10. Ramona Courthouse

The Court is issuing this Request for Proposal (“RFP”) to provide the Court with competitive proposals for an Electronic Filing Service Provider (“EFSP”) in support of Civil, Small Claims, and Probate case categories.

The number of cases processed in calendar year 2010 totaled 87,089, of which 18,510 were in Small Claims, 65,526 were in Civil, and 3,053 were in Probate.

1.2 RFP Layout and Sections

This RFP is organized in sections as follows:

- I. Introduction
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. E-Filing Overview
- V. Attachments

1.3 RFP Overview

The Court is soliciting proposals from a qualified EFSP to partner with and implement a web-based application that would provide various litigant types (Attorneys, Law Firms, Self-Represented, Government Agencies, Interested Parties) the ability to file documents and conduct Court business for Civil, Small Claims and Probate case categories electronically.

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. The Court may, within its discretion, award zero, one, two, or more contracts.

1.4 Key Milestone Dates

The Court has established key milestone dates for the CCMS E-Filing Project. The Court's desire is to have a Contractor implement E-Filing Services for cases filed in a few departments before the end of 2011 and then develop a schedule with the Court to implement E-Filing Services for all remaining Civil, Small Claims and Probate cases.

# of Cases	Key Date
Cases Filed in One Civil Department	September 2011
Cases Filed in Two additional Civil Departments	December 2011
All Remaining Civil, Small Claims and Probate Cases	TBD

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 of 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	May 6, 2011
2	<u>Mandatory</u> Proposal Conference	May 17, 2011 2:00 PM (PDT)
3	Deadline for Submission of Contractor Questions, Requests for Clarifications or Modifications	May 27, 2011 2:00 PM (PDT)
4	Proposal Due Date and Time	June 6, 2011 2:00 PM (PDT)
5	Evaluation Period (estimated)	June 7– July 8 , 2011
6	Performance Start Date of New Contract (estimated)	July 15, 2011

This RFP, associated documents, and/or all addenda that may be issued will be available on the following website, referred to individually and collectively as “Court website”: <http://www.sdcourt.ca.gov>.

Further references in this RFP to “Court website” refer to above site.

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

2.1.1 **Contact List**

Submittal Contact: Yvonne Roper, Buyer
Superior Court of California, County of San Diego
Hall of Justice
330 West Broadway, Room 357
San Diego, CA 92101
(619) 450-7182
yvonne.roper@sdcourt.ca.gov

Budget & Procurement Manager:
Jeffrey J. Gately
jeffrey.gately@sdcourt.ca.gov

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.

The Court will look to the rule of public access to judicial administrative records, California Rules of Court, rule 10.500 ("Rule 10.500") for guidance in responding to requests for documents. If a Proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, would be exempt from disclosure, 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 Rule 10.500, 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 Rule 10.500, 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 Proposal Conference

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

This Proposal Conference will be held at:

Superior Court – Hall of Justice
330 West Broadway – Conference room 363A
San Diego, CA 92101

The proposal conference is **mandatory**; prospective Contractors are encouraged to attend in order to better understand the proposal requirements. The Court would appreciate your company limiting the number of representatives in attendance to two (2) individuals.

The Court will prepare a summary of questions and answers from the proposal conference, as an addendum, 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 by formal correspondence mailed to address in Section 2.1.1. 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, item 3.

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 2.1.1 written notice of the problem, 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 the Court during the RFP process must be in writing, via e-mail or by formal correspondence, to the Submittal Contact listed in Section 2.1.1.

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 two (2) business days following the date the addendum is 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

All proposals are to be submitted in the requested quantities to the Submittal Contact listed in Section 2.1.1.

Printed proposals (7 copies)

Electronic Proposals on separate CD's (3 copies)

2.4.2 Amendment or Withdrawal of Proposals

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

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

2.4.6 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.

2.4.7 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

All proposals received from Contractors will be evaluated by the Court's "Evaluation Committee." The Evaluation Committee will review and screen all proposals submitted, 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. Thereafter, the cost proposals will be opened and evaluated to determine an overall evaluation score.

2.5.2 Evaluation of Pricing Sheets/Cost Proposals

Pricing Sheets/Cost 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.

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	Two (2) or more years proven and current experience as an Electronic Filing

	Service Provider (EFSP) for one or more California Courts. Such services to be the same or substantially similar to those described in this SOW.
2	Proven and current experience and implementation as an EFSP utilizing a software application that conforms to California's Second Generation E-Filing Specifications (2GEFS).
3	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.
4	Ability to provide a team of experts in the following areas: Development, Implementation, and Continued Operation of E-Filing technology; Document automation; E-Filing standards and specifications; Integration of E-Filing with the California Case Management System; Court calendar management; Ability to communicate effectively and work with all levels of project management and Court staff.
5	Contractor must meet insurance requirements, or show proof of ability to meet the requirements of such coverage, as set forth in Attachment A – Model Contract.
6	Contractor must have any and all permits, licenses and qualifications necessary for performance of the services.

Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the minimum qualifications shall be considered for a full evaluation and a possible contract award.

2.7 Evaluation Criteria

The following factors, listed in descending order of importance will be considered in the evaluation of Contractor proposals. Each proposal must provide clear and sufficient detail as to enable evaluation based on these factors. Although some factors are weighted more than others, all are considered necessary, and the proposal must be technically acceptable in each area to be eligible for award.

1. Technical Solution

Proposals will be evaluated as to the degree to which the Contractor's proposed solution meets the Court's requirements as described in the SOW. To be considered technically acceptable in this area, the Contractor's proposed solution must meet all minimum requirements as so designated in the SOW.

2. Company Experience and Viability

The Contractor will be evaluated on its ability to successfully perform based on its company history, experience and success in providing like equipment and services to groups of similar size and complexity with similar requirements to that of the Court.

3. Cost Factors

The proposal will be evaluated in terms of its overall cost to the Court, including any support that may be required to be supplied by the Court or its agents. Award, if any, will be made to the Contractor whose proposal, in the opinion of the Court, offers the best value, cost and other factors considered.

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 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 Budget and Procurement Manager 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 Statement of Work (SOW) / Requirements in Attachment D and the General Terms & Conditions in Attachment A, Exhibit B-1, 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 consent of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

The Court's Budget & Procurement Manager or his or her designee will respond to a protest with a written determination.

For protests based on restrictive Statement of Work or other Statement of Work improprieties, the written determination should be provided to the protestor prior to the Court's evaluation of the Proposals. If required, the Proposal Due Date and Time may be extended to allow for a reasonable time to review the protest. The Court Budget & Procurement Manager or his or her designee's decision will be final.

For protests based upon award, the written determination should be provided within ten business days of the Court's receipt of a timely protest. If the Court is unable to provide a written determination within ten business days, 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 Budget & Procurement Manager 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 subsequent RFP
- 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 Associated Documents, which are available via e-mail request from the RFP Submittal 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.

The 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.

The Court reserves the right to:

1. Reject any or all of the proposals;
2. Issue subsequent RFP(s);
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. At the Court's discretion, the Court may reduce the Statement of Work;
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 the Court;
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 the Court to meet the needs of the Court and the community which it serves.

2.6 No Commitment to Award

Issuance of the RFP and receipt of proposals does not commit the Court to award a contract. The 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.

2.7 No Obligation to Execute a Sole Contract

The Court has the right to award zero, one, two, or more contracts through this RFP. No guarantee or promise is made by the 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.

The proposal must conform to the following format or the proposal may be rejected:

Table of Contents and tab dividers should be organized in this order:

1. Executive Summary (see 3.1 below)
2. Company and Subcontractor Information (see 3.2 below)
3. Company Experience and Qualifications (see 3.3 below)
4. Statement of Work (SOW) Requirements (using Attachment D - see 3.4 below)
5. Statement of Work (SOW) for Optional Case Data Conversion Proposal (using Attachment E – see 3.5 below)
6. Pricing Schedule (using Attachment F - see 3.6 below)

Required Proposal Forms and Documents (see 3.7 below):

- ✓ Proposer Certification Form – Attachment B
- ✓ Proposal Letter / Certificate of Acceptance – Attachment C

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

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 and experience in providing services as an EFSP. If the Contractor is a joint venture, information about the prime Subcontractor and any other Subcontractors 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, in which state it is incorporated.
- d. A short narrative description of the Contractor's organization, including organization charts and indication of company officers where applicable.

- e. Headquarter and office locations.
- f. Principal type of business.
- g. Total number of years in business.
- h. Number of years providing products and services similar in size and scope to those requested in this RFP.
- i. An audited 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.
- j. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- k. Annual contract value of the Contractor's three (3) largest contracts for similar products and services in the past three (3) years.
- l. 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.).
- m. If Subcontractors are proposed in 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 in this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. What is the role that this subcontractor will have with this project?
- c. What percentage of work will be subcontracted?
- d. 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.
- e. If incorporated, identify the state of incorporation.
- f. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- g. Principal type of business.
- h. Total number of years in business.
- i. Number of years providing services similar in size and scope to those requested in this RFP.
- j. 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.
- k. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- l. 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 Experience and Qualifications

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

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 three (3) 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.

3.4 Statement of Work (SOW) / Requirements

The SOW defines requirements to be met during the life of the contract. The Contractor shall complete and submit the proposed solution that will meet the electronic filing requirements as defined in Attachment E. The Contractor shall also work with the Court to arrive at a mutually agreed to schedule and shall commit all necessary resources to ensure all key milestone dates are met.

Complete in full detail how the Contractor will meet the requirements stated in Attachment E. The requirements in Attachment E are organized into the following sections:

- 1.1 Technical Proposal
- 1.2 Implementation Services
- 1.3 Maintenance and Support Services
- 1.4 Marketing Services
- 1.5 Value-Added Services

Explain exactly how the Contractor can meet the 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.

3.5 SOW / Requirements Optional Case Data Conversion Proposal

The Court is requiring Contractors to provide a solution in Attachment F that will provide the Court with a means for converting existing LexisNexis case data. The document counts that would need to be converted can be found in Item 2 of Section IV below. Note however that this Case Data Conversion solution may or may not be exercised by the Court. In the event that the Court pursues this option, then it will already be documented.

For purposes of the Cost Proposal, there is a separate section specifically for the Case Data Conversion effort – please price the effort in the area provided.

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 F, Pricing Schedule.

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 adjustments, 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:

- ✓ Proposer Certification Form – Attachment B
- ✓ Proposal Letter / Certificate of Acceptance – Attachment C

IV. E-FILING OVERVIEW

4.1 CCMS E-Filing Project

The Court intends to partner with an EFSP to provide litigants the ability to file and conduct Court business for the Civil, Small Claims and Probate case categories electronically.

The Court intends to deploy E-Filing for the Civil case category in one Civil department by September 2011 and deploy E-Filing for 2 additional Civil departments by December 2011. The Court intends to deploy E-Filing to the remaining Civil, Small Claims, and Probate cases at a date to be determined.

The Administrative Office of the Court's ("AOC") and statewide Courts have made significant investments in the automation of the Courts. This California Case Management System ("CCMS V3") investment laid a significant foundation for the envisioned electronic filing service. The Court is seeking to develop a partnership with a company with proven electronic filing experience to integrate with the San Diego Superior Court's automated CCMS V3.

The Court is seeking a partner that can:

- Provide an effective electronic filing solution for Civil, Small Claims and Probate case categories 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
- Work with the Court Accounting division to plan and implement an easy monthly reconciliation of billing and fees
- Provide Other 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, Training and User Tip Sheets, etc.)
- Integrate with the Court's Document Management capabilities for electronic filing
- Integrate with the CCMS V3
- Provide easy fee billing services and a quality and cost-effective service to filers

The Court intends to award a contract to a Vendor that is able to perform all of the above

within a fluid and dynamic environment, as further described in the SOW of this RFP.

4.2 Existing E-Filing Environment

Since 2004, E-Filing has been mandatory for Construction Defect Cases filed in San Diego County. In some instances, E-Filing has also been required in other complex civil cases, like Judicial Council Coordinated Proceedings (“JCCP”). LexisNexis File & Serve is the current 3rd party Contractor for E-Filing services. Currently this service does not integrate with CCMS V3.

There are approximately 756 cases on the LexisNexis File & Serve system. This number includes active and inactive cases. Of the 756 cases, 747 are construction defect cases and 9 are JCCP cases. There are 101 active cases on the LexisNexis File & Serve system. There are 26,054 documents comprised of 166,977 pages on the LexisNexis File & Serve system. The number of documents includes those that have been submitted and accepted for E-Filing only.

The Court is interested in converting the existing data hosted via the LexisNexis File & Serve system into the EFSP system as described in Section 3.5 above.

About the California Case Management System (“CCMS V3”)

The Court is currently using the CCMS V3 for its Civil, Small Claims, and Probate case categories. CCMS V3 is a statewide initiative designed to bring the Courts together to use one application for all case types for the Judicial Branch for the State of California. CCMS V3 is managed by the AOC.

Currently CCMS V3 has functionality which includes electronic filing, which allows for the receipt of electronic filings from EFSPs. CCMS V3 E-Filing provides a mechanism for integration partners such as an EFSP to send filings to the core CCMS V3 application. 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.

Over the next few years, the functionality of the current interim CCMS V3 application will be expanded and the next phase – CCMSV4 - will include Family law, Juvenile, Criminal and Traffic case types. The CCMSV4 system consists of four major products namely, CCMSV4 Core application, V4 Portal application, Data Exchanges that run on the AOC Integration Services Backbone (ISB) and the Statewide Reporting Data Warehouse (“SWRDW”).

4.3 California Rules of Court (CRC) – E-Filing Related Legislation

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.

4.3.1 E-Filing Orders - Superior Court of California, County of San Diego

Since 2004, construction defect cases have been designated by the San Diego Superior Court as E-filing cases and have been governed by an Electronic Filing and Service Order issued in each case.

For further information please visit the Court's website at:
<http://www.sdcourt.ca.gov> .

V. ATTACHMENTS

Attachment A – Model Contract / Terms and Conditions

Exhibit A – Definitions

Exhibit B-1 – General Terms and Conditions

Exhibit B-2 – Supplemental Terms and Conditions

Exhibit C – Payment Terms

Exhibit D-1 – Statement of Work from the RFP

Exhibit D-2 – Proposal submitted in response to the RFP

Attachment B – Proposer Certification Form

Attachment C – Proposal Letter / Certificate of Acceptance

Attachment D – Statement of Work (SOW) / Requirements

Attachment E – Statement of Work (SOW) Optional Case Data Conversion
Proposal

Attachment F – Pricing Schedule

ATTACHMENT A: MODEL CONTRACT/TERMS & CONDITIONS

**Agreement between
Superior Court of California, County of San Diego
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 San Diego, an entity of the State of California ("Court").

Background

- A. Court has need for services related to the Court's CCMS E-Filing Project.
- B. Contractor submitted a proposal in response to the Court's Request for Proposals for CCMS 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, Statement of Work from RFP # _____;
- (7) Exhibit D-2, Selected portions(s) of Contractor's successful proposal submitted in response to RFP # _____;

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, Statement of Work from RFP # _____;
- Exhibit D-2, Selected portions(s) of Contractor's successful proposal submitted in response to RFP # _____.

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:
MICHAEL M. RODDY	[Insert name of individual to receive notices]
Executive Officer	[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 San Diego	[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.
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 Diego, 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, sexual orientation, or any other legally protected status. 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, Statement 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 and employees 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, and to require that its Subcontractors and employees submit such

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, or provide services under this Agreement relating to cases pending in this 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 or cases.

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.

A.4 Contractor agrees to require each of its Subcontractors and employees to immediately report to his or her supervisor, who in turn shall immediately thereafter provide Notice to the Court of any pending or newly initiated cases filed in the Court involving that Subcontractor or employee, his or her "relative," or any person or entity with whom the Subcontractor or employee has a personal or professional tie. This includes any matter filed in the Court in which the Subcontractor or employee, their "relative," or a person or entity with whom the Subcontractor or employee has a personal or professional tie, is a party, is an alleged victim or witness, or has a financial interest. For purposes of this section, the term "relative" includes the employee's spouse, life or romantic partner, ex-spouse, children, parents, siblings, nieces, nephews, grandparents, grandchildren, first cousins, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, stepparents, and stepsiblings.

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, either in 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 addition 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 (Statement 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 – Statement 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 (Statement 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. Statement of Work; Acceptance

A. **Statement of Work.** Contractor will perform and complete all Work described in Exhibit D – Statement 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 – Statement 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.

19. 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 does and will 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 the 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 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.

20. 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.

21. 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.

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

23. 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.

24. 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:** Contractor shall make arrangements with the Court to visit the work site and arrange for access. Contractor 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 Contractor or others; and (d) rules, regulations and requirements to be observed by Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor shall comply with safety standards and provisions of applicable laws, building codes, and safety regulations issued by the California Department of Industrial Relations. The Contractor 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 Contractor, or by its equipment or tools.
- 3. VERIFICATION OF WORK PERFORMED:** The Contractor 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 Contractor shall be subject to written acknowledgement and acceptance by the Court. The Contractor 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 Contractor, upon notification from the Court, shall promptly schedule and make all repairs to all Contractor-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 Contractor 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 Contractor 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 Contractor shall remain with Contractor. No damages or extras will be allowed for unforeseen difficulties or obstructions.
7. **LIENS:** Contractor 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 Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor'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. Contractor must furnish unconditional lien releases to the Court.
8. **CONTRACTOR'S EMPLOYEES:** 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. Contractor 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 Contractor.
9. **BACKGROUND CHECKS:** The Court has the right, but not the obligation, to request or conduct a background check on Contractor's employee and/or subcontractors. The Contractor shall cooperate in performing the background check and will provide any release, waiver or permission the Court may need to conduct the background check.
10. **BONDS:** The Court **may** require written evidence of Contractor's ability to obtain from a reputable bond company required bonds. If requested, the Contractor 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:

2011 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 the court contracts with an electronic service provider or the court has an in-house system, the provider or system must accept filing from other electronic filing service providers to the extent the provider or system is compatible with them.

(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 and any 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 its 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.

(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.

(As amended, effective January 1, 2011)

- 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 affect 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
Statement of Work

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

See Attachment D: “Statement of Work (SOW) / Requirements”

**See Attachment E: “Statement of Work (SOW) Optional Case
Data Conversion Proposal”**

END OF EXHIBIT D-1

EXHIBIT D-2
Statement 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

END OF MODEL CONTRACT / TERMS AND CONDITIONS