

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN MATEO**

**REQUEST FOR PROPOSAL**

**COURT WEBSITE REDESIGN**



**REQUEST FOR PROPOSAL – 08-001**

**WRITTEN PROPOSALS DUE BY**

**THURSDAY, March 13, 2008 - 4:00 PM**

The Superior Court of California, County of San Mateo is inviting Proposals for website redesign, development and implementation services. The following is a description of the scope of work, contractor selection process and proposed terms of the project. Contractor's submission of a Proposal for this project will be considered contractor's agreement to comply with the terms and conditions as stated herein.

## **I. INTRODUCTION – SUMMARY OF THE PROJECT**

### **1.1 Issuing Body**

The Superior Court of California, County of San Mateo ("Court") is issuing this Request for Proposal ("RFP") to provide the Court with competitive Proposals for redesign, development and implementation of the Court's internal and external websites.

### **1.2 Project Background**

The Superior Court of California, County of San Mateo (hereinafter referred to as "Court") is a trial court with five court facilities in San Mateo County. The Court's current external website is <http://www.sanmateocourt.org> which was designed and developed more than 4 years ago. As the Court strives to better serve the public and legal community, our external website requires significant redesign to take advantage of the new design elements and the growing demand for online resources and services. The Court's current internal website (CourtNet) was also designed and developed more than 4 years ago. The Court would like take advantage of current technology to expand the communication, services, and value provided by the Court's intranet.

The Court intends to award a contract to a firm that is able to provide the highest quality website redesign, development and implementation services that will meet the Court's needs as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all Proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

### **1.3 Project Goal:**

The goal of the Court's external website is to provide intuitive online access / navigation for users so that their business with the court is facilitated as much as possible. The Court's external website also serves to educate the public about the court system and legal process while promoting its mission and programs. The goal of the Court's intranet is to facilitate communication and knowledge sharing thereby enabling employees to perform their duties more efficiently and effectively.

### **1.4 Project Objectives:**

To achieve these goals, the Court is requesting proposals from highly qualified contractors with expertise in website redesign, development, and implementation to deliver new external and internal websites with these criteria:

- Visually appealing with a consistent layout throughout the site.
- Sound, scalable information architecture for easy navigation and extensibility.
- Provide the public with an alternative means of communicating with the Court.

- Meet ADA Priority 1 requirement to have information and resources more obtainable and functional to largest possible audience.
  - Reference: <http://www.ada.gov/publicat.htm#anchor-website>
- Easily updated with a content management system (CMS). The framework and architecture of the content management system should be upgradeable and scalable to incorporate future site expansion and increased usage.

### **1.5 General Requirements and Features**

- Create appealing websites with standardized formats and good navigational structure.
- Allow for interactivity. Users can complete online forms such as email response, surveys and feedback.
- The Court's preferred website model calls for authorized Court staff to have the ability to update or remove pertinent departmental information quickly and easily. A staff webmaster should have more comprehensive ability to provide quality control and the ability to update non-routine information.
- Local forms should be updateable via an online form within an administrative area of a content management system. Using this form, Court staff will be able to upload/delete the PDF forms pertaining to their departments.
- Calendar functionality and tentative rulings should allow Court staff to update schedules easily.
- The websites should provide rapid search capabilities of the entire sites for generating results of high relevance to users.
- Meta-tagging each page for indexing by top search directories and engines.
- Website reporting/statistics system should be part of the application to help Court staff maintain a quality site that continues to meet the Court's needs.
- The proposal should provide a plan of knowledge transfer and training for core technologies to key court staff and recommendations for training resources to adequately maintain the new website.

### **1.6 Other Requirements and Features:**

- The websites should provide for high-speed upload/download response times for low-end to high-end computers that are used by the average citizen
- The websites must be accessible and useable with current versions of commonly used browsers including IE 6+, Firefox 1+, Netscape 7+, Mozilla, Safari, Opera on Windows, Macintosh, Unix and Linux (if applicable).
- The websites should be developed for a 1024x768 resolution, the most common monitor resolution
- The websites should be developed to easily accommodate adding other languages in the future.
- Although the Court has an existing hosting environment and infrastructure, the Court is open to suggestions for improving its web environment and may consider other hardware and software solutions, recommendations and improvements.
- The proposal should provide a testing plan and a redundancy plan for disaster recovery.

## II. PROCUREMENT AND EVALUATION PROCESS

### 2.1 Procurement Schedule and General Instructions

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

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1.	Request for Proposal is issued	January 28, 2008
2.	Pre-Proposal Conference (all applicants must attend)	February 29, 2008 – 10:00 a.m.
3.	Deadline for Proposer Requests for Clarifications or Modifications	March 6, 2008 – 5:00 p.m.
4.	Proposal Due Date and Time	March 13, 2008 – 4:00 p.m.
5.	Notice of Award (estimated)	March 27, 2008

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be available on the Court's website at [www.sanmateocourt.org](http://www.sanmateocourt.org) referred to individually and collectively as "Court website"

### 2.2 Contact List

Submittal Contact: Timothy Gee (650) 599-1790

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo

Attn: Timothy Gee

400 County Center, 2<sup>nd</sup> Floor

Redwood City, CA 94063

Project Manager: Tim Benton, Court Information Technology Director (650) 363-7825

Contracting Officer: Timothy Gee, Contracts Administrator

Court Executive Officer: John C. Fitton

### 2.3 Contact with Court.

Vendors 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 vendor's response.

### 2.4 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document 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 a submitted proposal will be retained for official files and become a public record. **Any material that a contractor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the contractor's proposal as it may be made available to the public.**

Although the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to request for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed

pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

**2.5 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.

**2.6 Mandatory Pre-proposal Conference**

A pre-proposal conference to answer questions related to this RFP will be held on the date and at the time specified in Section 2.1. The location of the pre-proposal conference is stated below:

Hall of Justice Court Facility – Jury Assembly Room – Basement B1  
400 County Center  
Redwood City, CA 94063

**The pre-proposal conference is mandatory. Prospective contractors are required to attend in order to better understand the proposal requirements and to view the site where the work will be performed. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one contractor. Proposals from contractors who did not attend the pre-proposal conference will not be accepted and will be returned unopened. A Contractor who intends on attending the pre-proposal conference is required to send a notice of intent to attend to Tim Benton at [tbenton@sanmateocourt.org](mailto:tbenton@sanmateocourt.org) prior to the scheduled meeting date as indicated in section 2.1.**

**2.7 Pre-Submittal Process**

**2.7.1 Request for Clarifications or Modifications.** Any requests for clarifications or modifications of the proposed general terms, the project specifications, or General Conditions of the proposed contract (Exhibit C) must be submitted to the Submittal contact listed in Section 2.2 no later than the date specified in the schedule. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court’s responses on the Court website. All inquires and responses will be shared with all prospective contractors.

**2.7.2 Ambiguity, Discrepancies, Omissions.**

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.2 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 providing an addendum to potential proposers or, if identified in Section 2.2, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor 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 vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

## 2.8 Minimum Qualifications

To be considered for full evaluation and possible award, proposers 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	Contractor must have all required licenses stated in the proposal and all work that will be performed under the contract.
2	Contractor must have all necessary insurance coverage as stated in the sample Agreement.
3	The Court requires the Contractor to have produced a minimum of six (6) comparable websites, including two (2) with Content Management System implementations.
4	Neither contractor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither contractor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Contractor Certification Form).

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

**Contractors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.**

## 2.9 Submission of Proposals.

### 2.9.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.2 for the Submittal Contact:

- One unbound original of the technical and of the cost proposal;
- 3 bound hard copies of both the technical and the cost proposals;
- One electronic copy of the technical proposal in Microsoft Word or PDF format, and one electronic formatted copy of the cost proposal in Microsoft Excel format.

All proposals must be submitted in double envelopes that are sealed. The inner envelope, not the outside addressed envelope, must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name.

Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered. All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

**2.9.2 Amendment or Withdrawal of Proposals.**

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

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

**2.9.3 Mistake in Proposal.** If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.2 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

**2.9.4 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 proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

**2.9.5 Authorized Signatures, Validity Period of Proposals.** Proposals must include the contractor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the contractor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

**2.9.6 Knowledge of Requirements**

The vendor 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 proposer's sole risk.

Proposers 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 provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

### **2.9.7 Independence of Proposal and Joint Proposals**

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

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor 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.

### **2.9.8 Covenant Against Gratuities**

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, 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.

## **2.10 Overview of Evaluation Process**

### **2.10.1 Evaluation Committee**

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.8.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.11. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

### **2.10.2 Reservation of Rights**

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.8, 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 solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation 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 solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer 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 proposer so restricts its proposal, the Court may consider the proposer'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 proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers 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 proposers 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 vendors 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 solicitation document.

### **2.10.3 Requests for Additional Information**

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

### **2.10.4 Brand Name**

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

**2.11 Evaluation Criteria.** Proposals will be evaluated to determine the proposal or proposals that offers the best value to the Court. The Court's consideration of the proposals shall include, but not limited to: cost/pricing factors, reasonableness of cost projections, Contractor's experience, equipment proposed, implementation plan, ability to meet timing requirements to complete the project, timeliness of delivery, and references.

**2.12 Interview and Negotiations.**

**2.12.1 Interviews**

Following the initial screening of proposals, the Court reserves the right to require, and each proposer 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 proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

**2.12.2 Negotiations**

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

**2.13 Payment.** Payment terms will be in accordance with the invoice provisions of section 4.3. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

**2.14 News Releases.** A contractor or subcontractor may not make news releases pertaining to the award of any contract resulting from this solicitation without the prior written approval of the Court Executive Officer or designee.

**2.15 Award of Contract.** Upon award of the contract, the successful contractor will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions at time of signing of the Contract. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

**2.16 Protest Procedures.**

**2.16.1** Protests to the award of the contract to the Contractor selected by the Court must be presented in writing and filed with the individual listed in the Submission of Proposal section of this RFP. In no event shall a protest be considered if the parties have executed the contract. The contractor who files the protest must have complied with sections 2.16.1 through 2.16.3.

**2.16.2** A contractor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

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

**2.16.3** Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

**2.16.4** Form of Protest. A contractor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- d. The specific ruling or relief requested must be stated.

The Court's Executive Officer, on behalf of the Court may, at its discretion, make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

**2.16.5 Determination of Protest Submitted Prior to Submission of Proposal**

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

**2.16.6 Determination of Protest Submitted After Submission of Proposal**

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the

decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

#### **2.16.7 Appeals Process**

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in Section 2.2 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

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

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

#### **2.16.8 Protest Remedies**

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

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

### III. **PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation.

#### **3.1 Company Information**

The Court requires the contractor to be a reputable company of strong financial standing experienced in website redesign, development and implementation services. The contractor's proposal must provide the information requested below. If the contractor is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. Total number of years in business.
- e. Number of years providing products and services similar in size and scope to those requested in this RFP.
- f. If subcontractors are proposed for this RFP, describe the **contractor's** contract management process for subcontractors included in the **contractor's** proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the **contractor** and each proposed subcontractor.
- g. A list of six (6) comparable websites designed, developed, and implemented by contractors. Include the website address, company/agency contact person, address, telephone number and hard copies of the Home Pages. These companies/agencies may be contacted for references.
- h. A comprehensive timeline for each phase of the website redesign outlined in section IV.
- i. Complete Pricing Sheet in Attachment C

#### **3.2 Experience and Qualifications**

##### **3.2.1 Prior Experience and References**

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

3.2.1.1 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.

3.2.1.2 Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the contractor has provided similar products and services within the last 24 months. 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.

### **3.2.2 Subcontracts**

If the contractor intends to subcontract, describe the contractor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The contractor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

## **3.3 Cost Proposal**

### **3.3.1 Government Rates**

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

### **3.3.2 Pricing and Price Adjustments**

Contractor must provide a detailed description of the pricing of equipment being supplied and services and state all that the pricing includes. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, travel, if applicable, profits, and other costs or expenses incidental to the contractor's performance. If there is any travel involved in performance of this contract, contractor agrees to comply with the Court's guidelines on travel compensation. 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.

**3.3.3** Contractor's proposal and price does not (1) imply that court approves or adopts Contractor's plan, methods, or procedures required to perform the Work; nor (2) relieve Contractor from sole responsibility for the accuracy of its estimate, and timely completion of the Work.

**3.3.4** Contractor shall not charge, nor shall Court pay any overtime pay unless otherwise agreed to in writing between the Contractor and Court.

## **3.4 Required Proposal Forms and Documents**

### **3.4.1 Required Forms**

- a. Detailed Statement of Work that will be performed along with a detailed list of all equipment provided, and all other associated costs that are included in the Proposal.
- b. Contractor Certificate (See Attachments)
- c. 504 Statement of Compliance (See Attachments)
- d. Certificate of Insurance (Note: The Court must be included on the policy as an endorsed party when the contract documents are executed)

### **3.4.2 Acceptance of Terms**

The contractor's proposal must include a statement as to whether the contractor accepts the General Conditions in Exhibit C of the attached proposed contract or whether the contractor takes any exception to those terms. The contractor will be deemed to have accepted such terms and conditions, except as is expressly called out in the contractor's

*RFP 08-001- Superior Court, County of San Mateo  
Court Website Redesign  
PROCUREMENT AND EVALUATION PROCESS*

proposal. If exceptions are taken, contractor must submit a “redlined” version of the term or condition showing all modifications proposed by the contractor (a MSWord version will be provided upon request for redlining). The contractor must provide an explanation as to why the modification is required. The contractor’s willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the contractor’s proposal.

Although the Court will consider alternate language proposed by a contractor, the Court will not be bound by contract language received as part of a prospective contractor’s response. If the proposer requires that some or all of the contractor’s proposed contract language bind the Court, the proposal may be considered non-responsive and may be rejected.

#### **IV. STATEMENT OF WORK**

##### **4.1 Description of Products and Services to be Provided**

###### **4.1.1 General Description**

Contractor shall provide a complete list of software and hardware, any additional communication requirements, integration needs and potential costs necessary to complete the services. Contractor shall complete the Pricing Sheet identified in Attachment C. With Court approval, Contractor may recommend comparable or additional equipment, as necessary, to complete project within a reasonable timeframe.

###### **4.1.2 Scope of Work / Website Project Phases**

The following website project phase outline is provided to demonstrate what the Court anticipates the project will involve. The project manager and webmaster will be the Contractor's main point of contact and will be responsible for coordinating with internal Court departments. This outline will be further discussed and finalized with the awarded contractor.

1. Discovery and Analysis – Contractor will work closely with the Court to gather and confirm all high-level business and technical requirements that affect the design and implementation of new website.
2. Information Architecture Development -- Contractor will deliver an information architecture (IA) design that represents the foundation of how site content is organized. The IA wireframe will help the Court understand how web contents interact with one another in the new website.
3. Graphic Design and Review – Contractor will deliver mocked up templates / comps for the Court to review and to choose from. At the conclusion of this process, the website IA and design are complete and ready for coding and implementation.
4. Development – Contractor to implement the content management system platform and create all technical assets required to begin populating the website with client content.
5. Content Gathering and Implementation into content management system – Contractor will work with Court staff to populate the website with approved content.
6. Knowledge Transfer – Contractor will train Court key staff.
7. Site Testing and Launch – Contractor will work with Court staff to test all site links and functionality to ensure a smooth transition to the Court's new website.



**4.2 General Requirements**

Work will be performed during normal court hours. However some work may need to be performed after court hours as arranged between the contractor and the court in advance. Contractor workers may be subject to security clearance if deemed necessary by the court.

**4.3 Invoicing**

4.3.1 Contractor shall submit invoices after completion of requisite tasks and supplying of all equipment and materials. After receipt of invoice, Court will inspect the work performed and test equipment installed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.

4.3.2 An invoice shall contain a detail of services rendered, equipment and materials provided, the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Tim Benton, Court Information Technology Director  
(with a copy to Mona Hall, Financial Services Director)  
Superior Court of California, County of San Mateo  
400 County Center, 4<sup>th</sup> floor  
Redwood City, CA 94063

**V. ATTACHMENTS**

- Attachment A Contract Terms & Conditions
- Attachment B Contractor Certification
- Attachment C Pricing Sheet

## **ATTACHMENT A**

### **CONTRACT TERMS AND CONDITIONS**

**Attached are the terms of the standard contract between the Court and its vendors. By submitting a proposal, you are agreeing to the terms of this contract for the equipment and services that you will be providing.**

**THESE TERMS WILL BE FINALIZED AFTER THE CONTRACTOR IS SELECTED AND THE TERMS AGREED UPON BY THE PARTIES**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO Agreement**  
**AGREEMENT WITH (INSERT CONTRACTOR'S NAME) No. 41-08-D0\_\_\_\_\_**

**Contractor Name and Address:**

**Telephone:**

**(Insert name of owner or president of company and title HERE)**  
**TAX I.D. OR SOCIAL SECURITY NO.**

It is agreed between the **Superior Court of California, County of San Mateo**, hereinafter called "Court" and **XXXXXX**, hereinafter called "Contractor", as follows:

**Background**

WHEREAS, ; and

WHEREAS, ; and

WHEREAS, COURT requires XXXX to ;

NOW, THEREFORE, pursuant to the representations and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually covenant and agree as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for the Court in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A", "B", "C", "D" and "E" attached hereto and incorporated herein by reference. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

2. Term and Effective Date of Agreement

This Agreement shall be effective from XXXXX, 2007 through XXX, 2008 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.

3. Contract Amount

A. Payment Schedule and Liability.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "C", the Court shall make payment to Contractor in the manner specified herein and in Exhibit "B". The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable. In no event shall the Court's total fiscal obligation under this Agreement exceed *XXXX Thousand Dollars (\$XXXXXX.00)*.

B. Availability of Funds.

Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County or Court funds at anytime. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.

4. **Contract Documents**

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

- a. General Provisions
- b. Exhibit A – Statement of Work and Services
- c. Exhibit B - Schedule of Fees and Method of Payment
- d. Exhibit C – General Terms and Conditions
- e. Exhibit D – AOC Travel Guidelines
- f. Exhibit E - Statement of Compliance with Section 504.

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: The provisions of the Contract for Services and Exhibit “C”-General Terms and Conditions; Exhibit A - Statement of Work and Exhibit B – Schedule of Fees and Method of Payment. 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.

5. **Representatives:**

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

<b>COURT:</b>	<b>CONTRACTOR:</b>
400 County Center	
Redwood City, California 94063	
Telephone:650-	Telephone:

**SIGNATURES**

The undersigned, representing their respective parties to this Agreement, acknowledge and certify that they have the proper authority to do so.

<b>Superior Court of California, County of San Mateo</b>	
<i>Signature:</i> _____	<i>Signature:</i> _____
Name: Robert D. Foiles	Name: _____

Title: Presiding Judge	Title:
Date:	Date:

**ACKNOWLEDGEMENT:**

I hereby certify that the services requested are necessary, the selection process documentation is accurate, all applicable insurance certificates are on file in this office, that Risk Management has approved any reductions in contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the Court Executive Officer.

<i>Signature:</i>  Deputy Court Executive Officer	Date:
---	-------

Received and Processed:

*Signature:*

 Mona Hall Director, Court Finance	Date:
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Distribution: Original signed copy: Finance Director Copy to: Contractor, Contracts Administrator, Project Manager and Court Accounting

Revised 03/2007

XXXXXXXXXXXXXXXXXX

**EXHIBIT "A"**  
**STATEMENT OF WORK OR SERVICES**

In consideration for payment of the compensation by Court as specified in Exhibit "B" contractor will provide services, materials and labor as follows:

- 1.

XXXX

**EXHIBIT "B"**  
**SCHEDULE OF FEES AND METHOD OF PAYMENT**

1. In consideration for the services provided by Contractor as specified in Exhibit A, Court agrees to pay Contractor upon receipt and approval of invoices submitted by Contractor for services provided and according to the payment schedule in paragraph 3 below. Said invoice from Contractor shall include with specificity the work that was performed; the date the work was performed; the amount of time the work took; and the total amount of the invoice. The invoice shall be submitted within 5 business days after the end of the month within which the work was performed and shall be submitted to:

Superior Court of San Mateo County  
400 County Center, 4<sup>th</sup> floor  
Redwood City, CA 94063  
Attn: Tim Benton, Director of Court Information Technology

2. The maximum amount that the Court is obligated to pay, as specified in Section 3. A. of the Contract for Services is inclusive of all related expenses (transportation, accommodations, meals) incurred by Contractor. In no event shall the Court pay for any expenses not covered herein without the prior written consent of the Court Executive Officer or designee.
3. **Travel Expenses**
  - a. Reimbursable Travel Expenses: Contractor will submit a travel plan to Court for review and written approval prior to incurring expenses for travel that may be required in performance of this Agreement. The travel plan will include the date(s) for travel, reason travel is required, and an estimate of the potential expense. Court will compensate Contractor for authorized travel expenses in accordance with the approved travel plan, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.), and the relevant sections of the *AOC Travel Rate Guidelines*. A copy of the AOC Travel Rate Guidelines are attached and incorporated into this Agreement.
  - b. Invoicing Requirements for Travel Reimbursement: Contractor will provide copies of receipts and invoices for reimbursement of travel expenses that have been incurred in accordance with the travel plan that has been approved by the Court, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.). The Court will not pay travel expenses that have not been authorized in writing.
  - c. Total Travel Reimbursement Amount: The total amount that Court will reimburse Contractor for travel related expenses, pursuant to this provision, will not exceed \$\_\_\_\_\_, unless agreed to in a written amendment to this Agreement.

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**EXHIBIT - C**  
**GENERAL TERMS AND CONDITIONS**

1. **Scope of Work; Acceptance**

- 1.1 **Scope of Work.** Contractor will perform and complete all Work described in Exhibit B – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- 1.2 **Acceptance.** 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 herein (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- 1.3 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 notice of unacceptance 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 1 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.
- 1.4 **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.
- 1.5 **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.

2. **Contract Termination.**

- 2.1 This Agreement may be terminated by the court without cause, at the court's sole discretion at any time upon thirty (30) days written notice to contractor.
- 2.2 This Agreement may be terminated by the court for cause at any time upon ten (10) days' written notice to contractor.
- 2.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter called “materials”) prepared by Contractor under this Agreement shall become the property of the Court and shall be promptly delivered to the Court. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the Agreement.

3. **Payments.**

3.1 **Payment Schedule and Liability.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth in the Contract for Services and in Exhibits “A, C, and D”, the Court shall make payment to Contractor in the manner specified in the contract for services and in Exhibit “B” attached hereto and incorporated herein by this reference. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.

3.2 **Availability of Funds.**



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Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and/or Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County and/or Court funds at anytime. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Court and that Contractor acquires none of the rights, privileges, powers or advantages of Court employees.
5. **Hold Harmless.** Contractor shall indemnify and hold harmless and defend the Court and the County of San Mateo, their officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever it may belong; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the Court or the County of San Mateo, their officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Court or the County of San Mateo has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in § 2778 of the California Civil Code. The provisions of this paragraph shall survive the termination of this Agreement.
6. **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.
7. **Modification / Assignability.**
  - 7.1 **No 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 the Scope of Work set forth herein.
  - 7.2 **No Assignment.** Contractor shall not assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the Court, the form of an Amendment, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
8. **Insurance.** The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo's Risk Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Court with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Court of any pending change in the limits of liability or of any cancellation or modification of the policy.
  - 8.1 **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

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8.2 **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (1) Comprehensive General Liability \$ 1,000,000
- (2) Errors & Omissions/Professional Liability \$ 1,000,000
- (3) Motor Vehicle Liability \$ 1,000,000

8.3 The General Liability insurance coverage shall contain, or be endorsed to contain a provision that the Court and the County of San Mateo and their officers, agents, employees and servants shall be covered as additional insured for liability arising from activities performed by or on behalf of Contractor, which shall also contain a provision that the insurance afforded thereby to the Court and the County of San Mateo, their officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Court or the County of San Mateo or their officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

8.4 In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Court at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of Court. All financial, statistical, personal, technical, and other data and information relating to the Court's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the Court requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties. Furthermore, Contractor may be subject to criminal prosecution under the law for any breach of confidentiality.

10. **Payment of Permits/Licenses.** Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

#### 11. **Standard of Performance; Warranties**

11.1 **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.

11.2 **Warranties.** 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.

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11.3 **Non-Infringement.** If applicable, Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

- A. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
- B. Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.

11.4 **Personnel Requirements**

- A. 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.
- B. 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. 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.

11.5 **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.

12. **Non-Discrimination.**

- 12.1 Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 12.2 No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- 12.3 Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to the Court upon request.

13. **Force Majeure.**

- 13.1. Force Majeure events include, but are not limited to:
  - 1. catastrophic acts of nature, or public enemy;
  - 2. civil disorder;

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3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

13.2. The party asserting a Force Majeure event will immediately provide written 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.

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

14. **Retention of Records.** Contractor shall maintain all required records of its activity under this Agreement during the term of this Agreement and for three years after the Court makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the Court, County, a federal grantor agency, and the State of California.

15. **Time is of the Essence.** Time for performance is of the essence in the performance of services by Contractor under this Agreement.

16. **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, Infringement Protection, and Proprietary Rights.

17. **Waiver / Severability**

17.1 **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.

17.2 **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.

18. **Entire Agreement.**

18.1 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.

18.2 This Agreement, including Exhibits "A" through "E" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

19. **Controlling Law.** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

(Remainder of page intentionally left blank)

XXXXXXXXXXXXXXXXXX

**EXHIBIT "D"**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**CONTRACTOR'S TRAVEL EXPENSES GUIDELINES**

The AOC's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

**Lodging** – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings. Receipts for hotel lodging charges must be on a pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the internet are not valid receipts. In some instances, a hotel may decline to issue a receipt on their pre-printed bill head for lodging booked via the internet.

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

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

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

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

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

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

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

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of 50.5 cents per mile
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

**Other Business Expenses** – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

(Effective 2007)

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**EXHIBIT "E"**

**ASSURANCE OF COMPLIANCE WITH  
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

\_\_\_\_\_ employs fewer than 15 persons

\_\_\_\_\_ employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 person:

\_\_\_\_\_  
Name of Contractor:

I certify that the above information is complete and correct to the best of my knowledge.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Official

\* Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT B  
CONTRACTOR CERTIFICATION FORM**

**I certify that neither \_\_\_\_\_ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with courts, government or other governmental agencies during the two years preceding submission of this Proposal.**

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

**Signature**

**Printed Name**

**Title**

**Date**

**CONTRACTOR CERTIFICATION FORM (CONTINUED)**

**List of all Contracts with Courts or Governments or other Governmental Agencies  
during the Two Years preceding Submission of this Proposal**



PRICING SHEET

Pricing sheet must be completed to consider your bid

<b>Software / Hardware</b>	<b>Detail</b>	<b>Unit</b>	<b>Cost</b>	<b>TOTAL</b>
<b>Licensing</b>				
<b>Development Labor Cost</b>				
<b>Training</b>				
<b>On-going</b>				
<b>Additional Pricing</b>				