



# REQUEST FOR PROPOSALS

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA

REGARDING: *PROJECT MANAGER FOR CASE MANAGEMENT SYSTEM  
IMPLEMENTATION*

RFP: CMS PROJECT MANAGER  
**RFP# 2018-01**

PROPOSALS DUE: MAY 1, 2018  
NO LATER THAN 4:00 P.M. (PACIFIC TIME)

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Sealed proposals must be delivered to:

Superior Court of California, County of Shasta  
Attn: Court Procurement Officer, RFP: 2018-01  
1500 Court Street, Rm. 205  
Redding, CA 96001

## **1.0 INTRODUCTION**

The Superior Court of California, County of Shasta (“Court”), is requesting proposals from highly qualified companies or individuals to provide project management for the implementation of a new case management system according to the specifications stated herein.

The Court is in the process of implementing a new case management system (CMS). The system will encompass all of the Court’s case types, which include civil, family, juvenile, criminal, traffic and probate. The system will interface with programs from other justice partners, including the District Attorney’s office, the Department of Motor Vehicles and the Franchise Tax Board. The implementation of the entire CMS is expected to be completed by December 2019.

Under the direction of the Court Technology Officer, the selected Bidder will serve as the Court’s project manager during implementation of the CMS, and remain available for assistance and training in using the system through January 2021. Along with the CMS vendor’s project management team, Court Administration, and the Court’s implementation team, the selected project manager will plan, organize and manage all aspects of the case management system implementation.

This position requires a high level of technical skills, verbal and written communication skills, interpersonal skills and time management skills to achieve excellent teamwork for a successful and efficient implementation. Incumbent in this position is responsibility for gathering user business and operational requirements, utilizing tools and effective project management to ensure that Court requirements are met in accordance with project deadlines, costs, quality expectations and other critical success factors. The implementation will involve complex business requirements, a diverse customer base, the Shasta County justice partner community, and require integration of different technologies and solutions. The position requires strong business relationship management competencies, project leadership and management skills and understanding of state-of-the-art integrated technology solutions.

This RFP is the means for prospective contractors to submit their qualifications and request selection as the project manager. Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents, can be found on the Court’s website located at [www.shasta.courts.ca.gov](http://www.shasta.courts.ca.gov) (Court’s Website).

## **2.0 BACKGROUND INFORMATION**

The Shasta County Superior Court currently runs JALAN as its CMS, which has been in place for all case types since 1992. It utilizes RPG programming language and is divided into two systems that only partially integrate, one that processes court cases and another

that is an accounts receivable system. As part of a request for budget amendment, the Court was permitted funding to implement a new case management system. Following a request for proposal, a vendor (yet to be determined) will provide a court-specific case management system. The new CMS will be browser based with a Microsoft SQL database. The CMS implementation will be a significant change to the Court's case management operations.

### **3.0 MINIMUM QUALIFICATIONS**

Bidder must have proven experience managing enterprise-wide court or justice applications with integrated data between justice partners or other stakeholders. Bidders should possess the following qualifications and skills:

- Bachelor's degree in business, information technology, criminal justice or similar disciplinary with equivalent experience in the field of the courts or criminal justice preferred.
- PMP certification is a plus.
- 3+ years experience in vendor-facing project engagements.
- Solid and proven project management experience.
- 3+ years experience implementing large scale, enterprise-wide software projects.
- Working knowledge of any court CMS products or criminal justice, management systems is a plus.
- Understanding of court or justice agency business is preferred.
- Working knowledge of data storage and data integration practices.
- Proficiency using computers and exposure to IT infrastructure components.
- Strong analytical ability, particularly in a technology environment.
- Strong decision making and problem-solving skills.
- Excellent planning, organizational skills and ability to follow-through until processes are completed.
- Exceptional customer service, verbal and written skills.
- Proficient in Microsoft Word, Excel and Project.

### **4.0 DESCRIPTION OF SERVICES**

The services are expected to be performed by the selected contractor from June 2018 through January 2021. While implementation of the CMS is expected to be completed by December 2019, ongoing services, including support and education will be provided through January 2021. The Scope of Services for the CMS Project Manager is provided as *Attachment 1* to this RFP.

### **5.0 TIMELINE FOR THIS RFP**

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

<b>EVENT</b>	<b>DATE</b>
RFP issued	April 3, 2018
Deadline for questions to: <i>purchasing@shasta.courts.ca.gov</i>	April 16, 2018, 4:00 pm, Pacific Time
Questions and answers posted on <i>www.shasta.courts.ca.gov</i>	April 20, 2018
Latest date and time proposal may be submitted	May 1, 2018, 4:00 pm, Pacific Time
Anticipated interview dates ( <i>estimate only</i> )	May 14-15, 2018
Notice of Intent to Award ( <i>estimate only</i> )	May 18, 2018
Contract start date ( <i>estimate only</i> )	June 1, 2018
Contract end date ( <i>estimate only</i> )	January 31, 2021

## 6.0 RFP ATTACHMENTS

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: Scope of Services	The Scope of Services for services to be provided to the Superior Court of California, County of Shasta. The Scope of Services will be attached to a service agreement with the selected contractor.
Attachment 2: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 3: Standard Terms and Conditions	Following award, the selected contractor must sign a service agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 4: Bidder’s Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions (Attachment 3) or identify exceptions to the Terms and Conditions.
Attachment 5: Darfur Contracting Act Certification	Bidders must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: General Certification Form	Bidders must complete and submit the General Certification form with its proposal.
Attachment 7: Proposal Submission Reminder Checklist	This is an optional form Bidders may use as a tool to ensure that they have addressed the key components requested by the RFP. Note that this document is not intended to replace the primary RFP document, and does not contain all of the information requested from Bidders.

## 7.0 SUBMISSION OF PROPOSALS

- 7.1 Proposals should be straightforward, concise information that satisfies the requirements of this section. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 7.2 The Bidder must submit one original and two hard copies of the proposal to the contact person or position identified on the cover page of this RFP by the submittal due date and time indicated. The proposal and copies must be in a **sealed** envelope clearly marked "CMS Project Manager, RFP #2018-01". The proposal may be mailed or personally delivered, so long as received by the submittal due date and time. No facsimile or emailed proposals will be accepted.
- 7.3 Title Page. The first page of the proposal must contain a title page with the following information:
- a. Proposal title;
  - b. Date submitted;
  - c. Bidder's name;
  - d. Identification of Bidder as an individual, partnership, corporation, public agency or other entity type.
  - e. Bidder's contact information (physical and electronic address, telephone, and fax) for the person or persons who will be authorized to make representations for the Bidder; and
  - f. Signature of duly authorized representative and identification of title.
- 7.4 Statement of Qualifications. The proposal must contain a resume and/or detailed description of the bidder's professional qualifications, demonstrating extensive experience with managing projects to implement case management system software. If an entity, include the names and addresses of all corporate officers of the entity submitting the proposal as well as the above-detailed information for the proposed individual who will be performing the project management work.
- 7.5 Project Management Experience. The proposal must provide a detailed description of the bidder's experience managing projects involving integrated data, especially criminal justice data, including key project practices or methodologies to successfully integrate data between different systems. Any prior experience managing such projects for courts should be explained here.
- 7.6 Executive Summary. The proposal must contain an Executive Summary. The Executive Summary is an important component of the proposal and should be a high-level, general overview of how Bidder proposes to accomplish the

requirements of this RFP. The Executive Summary should demonstrate the Bidder's understanding of the requirements and scope of services.

- 7.7 References. List of at least three (3) recent relevant references, with whom the bidder has previously worked and/or who can describe such matters as the bidder's competency with regard to project management and work performance. Include the name of the reference entity, a description of the nature of the listed reference's experience with the bidder and the name, title, address and telephone number of a contact person at the reference entity.
- 7.8 Financial Stability. A statement of bidder's financial stability must be provided, along with proof of financial solvency or stability (e.g., balance sheets, income statements or other evidence of financial solvency).
- 7.9 Subcontractors. If Bidder intends on using a subcontractor to perform parts of the services in this project, Bidder shall disclose the name, address and telephone number of the subcontractor(s) and identify the part of the service that the subcontractor will be providing. Any subcontractors used as part of this service will be bound by the provisions of the contract that will be entered into between Bidder and Court.
- 7.10 Schedule of Costs. A detailed schedule of costs must be provided **in a sealed envelope separate from the main proposal**. Costs proposals will be evaluated on their own merit, without regard to proposals submitted in response to any other RFP. The schedule should contain estimated hours and services and budget/hourly rates to provide the scope of services through January 2021. It should take into account and include, but is not limited to, the following costs of Bidder:
- a. Personnel,
  - b. Employee benefits (e.g., medical/dental, vacation, etc.),
  - c. Travel,
  - d. Insurance (these costs must reflect coverage levels as outlines in Paragraph 8 of *Attachment 3, Standard Terms and Conditions*. Deductible amounts should be accounted for in the cost schedule); and
  - e. Overhead (includes utilities, supplies, etc.). Office space will be provided for the individual project manager within the Court's facilities. Any additional space needed in another facility will be at the expense of the Bidder.
- NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- 7.11 Certifications and Attachments. Bidder must include the following attachments with its proposal:

- a. On *Attachment 4, Bidder's Acceptance of the Terms and Conditions*, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
- b. A completed and signed *Attachment 5, Darfur Contracting Act Certification* form.
- c. A completed and signed *Attachment 6, General Certification Form*, to certify that: i) the Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities; ii) neither Bidder nor any of Bidder's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises; and iii) it is not on either a) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or b) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.
- d. If Bidder is a corporation, limited liability company, limited partnership, or limited liability partnership, proof that Bidder is in good standing and qualified to conduct business in California.

## **8.0 OFFER PERIOD**

A Bidder's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period. The Court may release all offers upon issuance of a Notice to Award.

## **9.0 EVALUATION OF PROPOSALS**

- 9.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team and ranked by score.
- 9.2 The highest scoring proposal will be identified and awarded a contract for the services identified in this RFP. If a Bidder is selected for award of this RFP, the Court will post an Intent to Award notice on the Court's website.

9.3 The Court will evaluate proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CRITERION	MAXIMUM POINTS
Bidder’s Experience and Capability: as evidenced by proposal responses, including but not limited to: <ul style="list-style-type: none"> <li>a) Professional qualifications and any information that may be gathered from references submitted by Bidder;</li> <li>b) Experience in project management, particularly on assignments similar to the services required in this RFP;</li> <li>c) Financial stability and viability.</li> </ul>	<b>25</b>
Proposed Plan for Providing Services: Quality of work plan and methodology, as evidenced by proposal responses, particularly as contained in the Executive Summary.	<b>25</b>
Proposed Cost	<b>40</b>
Acceptance of Proposal and Contract Terms and Conditions, including: <ul style="list-style-type: none"> <li>1. Title Page Information</li> <li>2. Attachment 3 – Standard Terms and Conditions</li> <li>3. Attachment 4 – Bidder’s Acceptance of Terms and Conditions</li> <li>4. Attachment 5 – Darfur Contracting Act Certification</li> <li>5. Attachment 6 – General Certification Form</li> </ul>	<b>10</b>

## 10.0 INTERVIEWS

The Court may conduct interviews with Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court’s offices in Redding, California. The Court will not reimburse Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Bidders regarding interview arrangements.

## 11.0 RIGHTS

The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the Court for official files and will become a public record.



## **12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Bidder that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

## **13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Court has waived the inclusion of DVBE participation in this solicitation.

## **14.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the **proposal due date** set forth on the cover page of this RFP and in *Section 4.0, Timeline for This RFP*. The deadline for the Court to receive an award protest is within 5 days of the Court’s issuance of its Notice of Intent to Award. Protests must be sent to:

Superior Court of California, County of Shasta  
Attn: Natelie Hiser, RFP: 2017-02  
1500 Court Street, Rm. 205  
Redding, CA 96001

***END OF RFP***

## **ATTACHMENT 1 – SCOPE OF SERVICES**

Contractor will manage and assume accountability for all aspects of projects related to delivery of software and services, and implementation of a new CMS. The scope of services provided by the Contractor under this Agreement shall include all services and deliverables as described herein:

### Overall Project Management:

1. Planning and tracking all project activity.
2. Ensuring that project team members complete tasks and deliverables and coordinate with the software vendor.
3. Track project hours and produce project progress reports by due dates.
4. Monitor and review vendor invoices and bring concerns to management as needed.
5. Work in conjunction with the software vendor to manage scope, time and costs to meet delivery needs.
6. Acquire and coordinate necessary internal, and justice partner, resources to meet project needs.
7. Manage communication among the team members, stakeholders and vendor.
8. Manage the quality and timeliness of project team deliverables.
9. Track and report status of the project budget.
10. Track and report status of issues.
11. Identify report and manage risks and project problems; develop and implement solutions to facilitate completion of the project on time and within budget.
12. Act as a vendor liaison and representative communicating vendor feedback to appropriate Court representatives; act in a manner to resolve outstanding issues timely.
13. Working with the Shasta County criminal justice community for the purpose of sharing/integrating data across justice partners.

### Interaction with Software Vendor:

1. Responsible for vendor relations.
2. Ensure vendor fully understands the respective role/responsibilities of Court project staff.
3. Ensures ongoing clear and effective communications.
4. As required, involves court leadership to support effective completion of project and/or to resolve high-level issues.
5. Anticipates, identifies, and resolves roadblocks such as vendor preparation, business process gaps and missed requirements.
6. Performs other job-related duties and responsibilities as may be assigned from time to time.

### Ongoing Support:

1. After completion of implementation (approximately December 2019) through the conclusion of the Agreement (January 2021), provides ongoing training and support to Court management and staff regarding use of CMS.

On-Site Requirement: Contractor must be on-site at least one full day per week, but may be present more if preferred by Contractor. Contractor will be able to work offsite the rest of the time, but office space within Court's facility will be provided for the project manager's use and access throughout the work week.

Specific Deliverables. Contractor will create and maintain the following:

1. Project charter document. *Two page description of the project.*
2. Project communication document. *Written plan of what, when, who and how stakeholders will be informed.*
3. Project change management document. *Documents and tracks the necessary information required to effectively manage project change from project inception to delivery.*
4. Project end-user training document. *A description of each audience (this could include Clerks, I.T. Personnel, and Managers) and what their training needs are, and how those needs can be satisfied.*
5. Project Statement of Work (SOW). *Defines project-specific activities, deliverables and timelines for a vendor providing services to the client.*
6. Weekly status reports. *A simple document that exists to periodically update everyone as to the project in relation to where it should be at that point in time.*
7. Project task lists (Project Plan). *Deliverables, Activities, Tasks, Resources, Effort, Duration, Start/End dates, Milestones, Dependencies.*
8. Issues list. *Documents impact, resolution plan and expected resolution date of any issues. Monitor until eliminated.*
9. Project risk mitigation log. *Log and track probability, impact, mitigation plans. Monitor until eliminated.*
10. Scope and Scope Management. *Definition of what is IN/OUT of scope of the project. Ongoing tracking and approval of scope changes and future enhancements, needs, wish list.*
11. Stakeholder Analysis - *Define the role, responsibilities, risks, concerns, and needs of each end-user, customer, sponsor in relation to the project and the new system.*
12. Steering Committee - *Establish a forum for the project sponsors and key decision makers to guide and advise the project.*
13. Risk Management - *Log, track, probability, impact, mitigation plans - monitor until eliminated or converted to an issue.*
14. Issue Management - *Document impact, resolution plan, expected resolution date - track until eliminated or accepted.*
15. Test Scenarios and Acceptance Criteria - *Ensure documented, published, and criteria scored.*
16. Cutover Planning and Go Live Support - *Ensure detail tasks/assignments, communication, contact info, back out, recovery plans and procedures are in place.*
17. Court Operations Support Plan - *Establish a change management, continuing education, standards, best practices, super user network, product user groups.*
18. I.T. Support Plan - *Define the post go live support model for the warranty period and steady state. Ensure adequate knowledge transfer and SLAs are in place.*

## **ATTACHMENT 2 – ADMINISTRATIVE RULES GOVERNING RFPS**

### **1. CONTACT WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA (COURT) OR THIRD PARTY CMS SOFTWARE VENDOR REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Bidders must send any communications regarding the RFP to *purchasing@shasta.courts.ca.gov*. Bidders must include the RFP Number in the subject line of any communication.

Bidders are specifically directed NOT to contact any other Court personnel or the third party CMS software vendor regarding this RFP at any time prior to award. Unauthorized contact with any Court personnel or the third party CMS vendor may be cause for rejection of the Bidder's response at the Court's discretion.

Any contact or communication with the CMS vendor, other than general online research of the company and its products, during this RFP process must be immediately disclosed to the Court.

### **2. QUESTIONS REGARDING THE RFP**

Bidders interested in responding to the RFP may submit questions via email to the email address above on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure. Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, the questions and the Court's responses will be posted on the Court's website no later than the date listed in the timeline.

### **3. ERRORS IN THE RFP**

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Bidder must immediately notify the Court and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Bidder fails to notify the Court of an error in the RFP known to Bidder, or an error that reasonably should have been known to Bidder, before the proposal due date and time listed in the timeline of the RFP, Bidder shall propose at its own risk. Furthermore, if Bidder is awarded the agreement, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **4. ADDENDA**

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a proposal. Any addendum will be posted on the Court's website.

- B. If any Bidder determines that an addendum unnecessarily restricts its ability to propose, the Bidder shall immediately notify the Court no later than one day following issuance of the addendum.

## **5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A Bidder may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

## **6. ERRORS IN THE PROPOSAL**

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the agreement), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

## **7. RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing the proposal.

## **8. EVALUATION PROCESS**

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

- C. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's proposal. Failure of a Bidder to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.

## 9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the proposal.

## 10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Bidder. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Bidder.

## 11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Bidder submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Bidder may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at Bidder's own risk.

## 12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the

successful Bidder refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Bidder.

### **13. NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer or designee.

### **14. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the Court, the Bidder offers and agrees that if the proposal is accepted, Bidder will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Bidder. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

### **15. AMERICANS WITH DISABILITIES ACT**

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Bidders should be directed to [cvanschooten@shasta.courts.ca.gov](mailto:cvanschooten@shasta.courts.ca.gov) or (530) 245-6721.

## ATTACHMENT 3 – STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

Wherever capitalized in this Agreement, the following words shall have the following meanings:

“**Amendment**” means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following:

- a. A change in the Services or Deliverables;
- b. A change in Contract Amount;
- c. A change in time allotted for performance; and/or
- d. An adjustment to the Agreement terms.

“**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other information relating to the Court’s business or the business of its constituents. Confidential Information does not include:

- a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
- b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
- c. Information that is independently developed by the receiving party without reference to the Confidential Information; and
- d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

“**Contract**” or “**Contract Documents**” mean(s) the entire integrated agreement between the Court and the Contractor. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”

“**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the Court to the Contractor for performance of the Services, in accordance with the Contract Documents.

“**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Court to perform the Services. The Contractor is one of the parties to this Agreement.

“**Court**” means the Superior Court of California, County of Shasta.

“**Deliverables**” means the work product to be performed by the Contractor pursuant to this Agreement, as set forth in Section 4 of this Agreement.



“**Force Majeure**” means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:

- a. Acts of God or the public enemy;
- b. Acts or omissions of any government entity;
- c. Fire or other casualty for which a party is not responsible;
- d. Quarantine or epidemic;
- e. Strike or defensive lockout; and,
- f. Unusually severe weather conditions.

“**PCC**” refers to the California Public Contract Code.

“**Services**” means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Section 4 of this Agreement.

“**Standard Agreement**” refers to the form used by the Court to enter into agreements with other parties.

“**Standard Amendment**” refers to the form used by the Court to amend agreements with other parties.

“**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.

“**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.

## 2. **INDEPENDENT CONTRACTOR**

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Court and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor’s employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers’ compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this

Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

### 3. TERM OF AGREEMENT

This Agreement shall commence on [designated start date, 2018] and shall terminate on January 31, 2021.

### 4. SERVICES

- A. Contractor will manage and assume accountability for all aspects of projects related to delivery of software and services, and implementation of a new Case Management System (“CMS”). The scope of services provided by Contractor under this Agreement shall include all services and deliverables as described herein:
- B. Description of Services. The Contractor shall perform the following services (“Services”):
- i. *[To be added from RFP Attachment 1 – Scope of Services, after Vendor selected]*
- C. Description of Deliverables. The Contractor shall deliver to Court the following work products (“Deliverables”):
- ii. *[To be added from RFP Attachment 1 – Scope of Services, after Vendor selected]*
- D. Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Court may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- i. Services and Deliverables were submitted on time;
  - ii. Services and Deliverables were completed; and
  - iii. Services and Deliverables were technically accurate.
- E. Acceptance or Rejection. All Services and Deliverables are subject to acceptance by the Court. The Court may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent of the Court). If the Court rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the Court to correct the relevant deficiencies and should redeliver such Service or Deliverable to the Court within ten (10) business days after the Court’s rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Service or Deliverable. The Court may terminate that portion of this Agreement which relates to a rejected Service or Deliverable at no expense to the Court if the Court rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

- F. Service Warranties. Contractor warrants that:
- i. The Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and
  - ii. Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Court's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.
- G. Resources. Contractor is responsible for providing any and all materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement. Court will provide an office for the actual project manager within Court's facility, and access to Court CMS software and any other software being integrated.
- H. Stop Work Orders.
- i. The Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
  - ii. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
    - (a) The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and

(b) Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.

iii. The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

## 5. COMPENSATION FOR SERVICES

A. Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor as set forth herein. The amounts specified in Section 5.B shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.

B. Amount. Contractor will invoice the following amount for Services or Deliverables:

*[Pay schedule/method to be determined based upon awarded vendor's proposal.]*

The total actual cost which the Court may reimburse Contractor shall not exceed \$TBD ("Contract Amount").

C. Invoices. Invoices shall be submitted to Shasta County Superior Court, attention Melissa Fowler-Bradley, 1500 Court Street, Room 205, Redding, CA 96001. Contractor's invoices must include information and supporting documentation acceptable to the Court. Payment will be made within 15 days after Contractor submits such invoice.

D. No Advance Payment. Court will not make any advance payment for Services.

E. No Implied Acceptance. Payment does not imply acceptance of Contractor's invoice, Services or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

## 6. SUBCONTRACTING

A. Contractor is prohibited from subcontracting this Agreement or any part of it, unless such subcontracting is first approved by the Court in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.

B. If requested by the Court, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the

Court of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The Court's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

## 7. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless:
- i. The Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and
  - ii. Their agents, representatives, contractors, subcontractors, and volunteers (“**Indemnified Parties**”) from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys’ fees and costs (individually, (“**Claim**”) and collectively, (“**Claims**”)).
    - a. Arising from, related to or in connection with, in whole or in part, the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or Subcontractors;
    - b. Arising from, related to or in connection with, in whole or in part, Contractor’s breach of its obligations, representations or warranties under this Agreement, or the violation of any applicable law, rule or regulation or the failure to report, withhold or pay any taxes when due by Contractor, its agents, employees or Subcontractors;
    - c. Made or incurred by any Third Party that furnishes or provides Services, materials, or supplies in connection with this Agreement; or
    - d. Made or incurred by any other Third Party who may be injured or damaged by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

## 8. INSURANCE

- A. Insurance Required. Without limiting Contractor’s indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy shall be written on an “occurrence” form.
- i. Workers’ Compensation—A program of Workers’ Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer’s Liability with at least \$500,000 per accident. This coverage shall not be required when Contractor has no employees.
  - ii. Commercial General Liability Insurance— Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations,

independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall provide limits of at least \$500,000 per occurrence and annual aggregate.

- iii. Professional Liability Insurance—This policy must cover liability resulting from errors or omissions committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1 million per claim.
  - iv. Automobile Liability Insurance— Automobile liability insurance covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$500,000 per occurrence.
- B. Additional Insured Endorsements. All policies required in Section 8.A above, with the exception of Workers’ Compensation and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The Superior Court of California, County of Shasta and their respective judges, subordinate judicial officers, executive officers, administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.
- C. Required Policy Provisions. Each policy required in Section 8.A above must provide that:
- i. The insurance is primary and non-contributory with any insurance or self-insurance programs carried or administered by the Court.
  - ii. The insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s liability.
  - iii. Each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Shasta, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage.
- D. Notices. The Contractor shall provide the Court fifteen (15) days’ advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in Section 19.J of this Exhibit.
- E. No Reduction or Limit of Contractor’s Obligation. Insurance affected or procured by Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Court. Acceptance of Contractor’s insurance by the Court shall not relieve or decrease the liability of Contractor hereunder.
- F. Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the Court certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Court, evidencing that all required insurance coverage is in effect. The Court reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.

- G. Consequences of Lapse. If required insurance lapses during the Term, Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- H. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the General Counsel of the Court, by mail, at the following address: Superior Court of California, County of Shasta, 1500 Court Street, Rm. 205 Redding, CA 96001. Contractor shall promptly submit a written report to the Court of all accidents which occur in connection with this Agreement. The report must include at least the following information:
  - i. Name and address of the injured or deceased person(s);
  - ii. Name and address of Contractor's Subcontractor, if any;
  - iii. Name and address of Contractor's liability insurance carrier;
  - iv. A description of the circumstances surrounding the accident, whether any of the Court's equipment, materials or staff were involved and the extent of damage to Court and/or other property; and
  - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

## 9. TERMINATION FOR CAUSE

- A. Default. Each of the following shall constitute an event of default ("**Event of Default**"):
  - i. Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
  - ii. Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
  - iii. Contractor is generally not paying its debts as they become due.
  - iv. Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
  - v. Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
  - vi. Contractor makes an assignment for the benefit of its creditors.
  - vii. A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor's property.
  - viii. Contractor winds up or dissolves its business, or is liquidated.
- B. Remedies. On and after any Event of Default, the Court shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of all or any part of this Agreement. In addition, the Court shall have the

right (but no obligation) to cure or cause to be cured on behalf of Contractor any Event of Default. Contractor shall pay to the Court on demand all costs and expenses incurred by the Court in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Court shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the Court as a result of such Event of Default.

#### **10. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

- A. Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the Court may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Court's budget, funding or financial resources. Such termination is in addition to the Court's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation:
- i. The Court will be liable only for payment in accordance with the terms of this Agreement for Services rendered and expenses incurred prior to the effective date of termination;
  - ii. Contractor shall be released from any further obligation to provide the Services affected by such termination; and
  - iii. Termination shall not prejudice any other right or remedy available to the Court.

#### **11. TERMINATION FOR CONVENIENCE**

The Court shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause. The Court shall exercise this option by giving Contractor at least thirty (30) days prior written notice of termination. The notice shall specify the date on which termination shall become effective.

#### **12. EFFECT OF TERMINATION**

- A. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:
- i. Payment Upon Termination. The Court shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.
  - ii. Offset and Deduction. The Court may deduct from any payment upon termination:



- a. All payments previously made by the Court for Services covered by Contractor's final invoice.
  - b. The amount of any claim that the Court may have against Contractor in connection with this Agreement.
  - c. Where Contractor is terminated for cause, in the event the Court determines it must provide services to remedy the results of Contractor's inadequately performed Services, the Court may deduct, from any amounts owed Contractor hereunder, the Court's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Services.
- iii. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody or control.

### **13. OWNERSHIP OF DELIVERABLES**

Unless otherwise agreed to in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product and materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or in part, in any manner or form, or authorize others to do so, without the written consent of the Court.

### **14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE COURT**

- A. Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the Court, their personnel or constituents and that the disclosure of such information to Third Parties may be damaging to the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case, no less than a reasonably prudent person or entity would use to protect its own proprietary data.
- B. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the Court an opportunity to seek a protective order.
- C. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

## 15. AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the Court and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the audit. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four (4) years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the Court by this Section 16. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

## 16. ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

## 17. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

- A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement:
- i. Nondiscrimination/No Harassment Provisions and Compliance.
    - a. Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
    - b. No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement.

Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.

- c. FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, Government Code, section 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- d. Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code, section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the “ADA”), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.
- e. Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
- f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in any and all subcontracts issued to perform Services under the Agreement.
- ii. Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code, sections 10365.5, 10410 or 10411; Government Code, sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by Government Code, sections 8355 through 8357.
- iv. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- v. Child Support Compliance Act. If Contractor is a private entity, and this Agreement provides for compensation of \$100,000 or more:
  - a. Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited

to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
  - vi. Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
  - vii. No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
  - viii. Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
  - ix. Special Provisions Regarding Domestic Partners, Spouse, and Gender Discrimination. If this Agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.
  - x. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
  - xi. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code, section 10286.1, and is eligible to contract with the Court. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see Public Contract Code, section 10286.1.)
- B. During the term of this Agreement, Contractor shall not take an action, or omit to

perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

## **18. LOSS LEADER PROHIBITION**

Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

## **19. GENERAL**

- A. Survival. Termination or expiration of this Agreement shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.
- B. No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the state of Contractor, its employees or subcontractors or the quality of the Contractor’s, its employees’ or subcontractor’s services without the Court Executive Officer’s prior written consent, the granting of which shall be in the Court’s sole discretion. Nothing herein shall prevent Contractor’s disclosure of the existence and nature of this Agreement.
- C. Assignment. The Services to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the Court by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.
- D. Waiver. Either party’s failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.
- E. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:
  - i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
  - ii. Such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without

further action by the parties to the extent necessary to make such provision valid and enforceable.

- F. Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time.
- G. Time is of the Essence. Time is of the essence in Contractor's performance of this Agreement.
- H. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in Shasta County, California, which shall be the sole venue for any such action.
- I. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- J. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To: The Superior Court of California, County of Shasta

Attn. Melissa Fowler-Bradley  
1500 Court Street, Rm. 205  
Redding, California 96001

To the Contractor:

[Contractor name]  
[Attn:]  
[Address]  
[Address]

- K. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be

amended due to an act of Force Majeure. Amendments to the Agreement shall be authorized via execution of a Standard Amendment Coversheet.

- L. Entire Agreement. This Agreement and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.
- M. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

## **20. PUBLICITY**

Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

## **21. ANTITRUST CLAIMS**

If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.


**ATTACHMENT 4 – BIDDER’S ACCEPTANCE OF TERMS AND CONDITIONS**

**Instructions:** Mark the appropriate choice below and sign this attachment.

1. Bidder accepts Attachment 3: Superior Court of California, County of Shasta Standard Terms and Conditions without exception.

***OR***

2. Bidder proposes exceptions or modifications to Attachment 3. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

COMPANY NAME
BY ( <i>Authorized Signature</i> ) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING



### ATTACHMENT 5 – DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

***OR***

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid or proposal.*

***OR***

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

#### **CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

### ATTACHMENT 6 – GENERAL CERTIFICATION FORM


Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Bidder that does not indicate acceptance of these clauses.

**Conflict of Interest.** Bidder has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

**Suspension or Debarment.** Bidder certifies that neither Bidder nor any of Bidder's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

**Tax Delinquency.** Bidder certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

## ATTACHMENT 7 – PROPOSAL SUBMISSION REMINDER CHECKLIST

**Please ensure the following items are included in your proposal and are submitted as specified in the RFP:**

### **Required Proposal Items**

- Title Page
- Statement of Qualifications
- Project Manager Experience
- Executive Summary
- References
- Financial Stability Statement and Supporting Documents
- Subcontractors Information
- Schedule of Costs
- Attachment 4: Acceptance of Terms & Conditions
- Attachment 5: Darfur Certification
- Attachment 6: General Certification Form

### **Submission of Proposal**

- 1 Original; 2 Copies in sealed envelope
- Schedule of Costs in sealed envelope separate from main proposal