

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

REQUEST FOR BID

JURY MANAGEMENT SYTEM



REQUEST FOR BID NUMBER 06-001

WRITTEN BIDS DUE BY

THURSDAY, MAY 4, 2006, 4:00 PM

The Superior Court of California, County of San Mateo is inviting bids for a vendor to provide, install and maintain a jury management system. The following is a description of the scope of work, contractor selection process and proposed terms of the contract. Contractor's submission of a Bid 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 Bid ("RFB") to provide the Court with competitive Bids for a jury operations management system.

1.2 Project Overview

The Court is requesting bids from highly qualified contractors who have a system application that manages a court's jury operations, as specified in the Application requirements as specified in Section 4.1 and who can provide a high quality level of support services that will meet our court's needs.

The Court intends to award a contract to a contractor that is able to provide the highest quality application, expert installation, tailoring, and implementation of the application that will meet the Court's needs as further described in Section 4.1 of this RFB. However, the Court reserves the right to reject any or all Bids, in whole or in part, submitted in response to this RFB. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFB.

The target date for the system to go "Live" is in November 2006.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFB 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	Pre-Bid Conference	Fri. Apr. 21, 2006 9AM-11AM
2	Deadline for Proposer Requests for Clarifications or Modifications	April 28, 2006, 4PM
3	Bid Due Date and Time	Thursday, May 4, 2006, 4PM
4	Conduct a demonstration of the system for the evaluation committee and select jury division staff	Wednesday, May 17, 2006 (appointments will be scheduled)
5	Notice of Award (estimated)	Wednesday, May 24, 2006

Any modifications to this RFB and any addenda that may be issued and responses to clarification inquiries will be available on the Court's website at www/Sanmateocourt.org referred to individually and collectively as "Court website"

2.1.1 Contact List

Submittal Contact: Timothy Gee (650) 599-1790

Written Bids shall be sent to:

Superior Court of California, County of San Mateo
Attn: Timothy Gee
400 County Center, 2nd Floor
Redwood City, CA 94063

Project Manager: Tim Benton (650) 363-7825

Contracting Officer: Timothy Gee, Contracts Administrator

Court Executive Officer: John C. Fitton

2.1.2 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 bid. One copy of a submitted bid 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 bid as it may be made available to the public.**

2.1.3 Bid Preparation Costs

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

2.2 Mandatory Pre-bid Conference

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

The Hall of Justice
Meet in Conference Room 2A (Adjacent to the Family Law Facilitator's Office) 9AM-11AM
400 County Center, 2nd floor
Redwood City, CA

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

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Any requests for clarifications or modifications of the proposed general terms or the project specifications must be submitted to the Submittal contact listed in Section 2.1.1. All inquires and responses will be shared with all prospective contractors.

2.3.2 Mistake in Bid

If prior to a contract award, a proposer discovers a mistake in their bid that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the bid. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

2.3.3 Error in Submitted Bids

If an error is discovered in a contractor's bid, the Court may at its sole option retain the bid 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 bid submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

2.3.4 Authorized Signatures, Validity Period of Bids

Bids must include the contractor name, address, telephone and facsimile numbers, and federal tax identification number, the number of years contractor has been in business under the current owner, and approximate annual gross receipts for the past two years. The bid 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.

Bids will be valid for ninety (90) days after the Bid Due Date specified in Section 2.1 ("Bid 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 Bid Validity Date.

2.4 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 and permits as needed to conduct business in California.
2	Contractor must have all necessary insurance coverage as stated in the sample Agreement.
3	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 B</u> , Contractor Certification Form).

The contractor must state specifically in its Executive Summary of company information (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 bids 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.

2.5 Evaluation Criteria

Bids will be evaluated to determine the bid or bids that offers the best value to and meets the needs of the Court. The Court's consideration of the bids shall include, but not limited to, cost, Contractor's experience, functionality of the software application, proposed implementation plan and references.

2.6 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 RFB. The Court reserves the right to award a contract, if any, without negotiations.

2.7 Payment

Payment terms will be in accordance with the invoice provisions of section 4.2. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

2.8 News Releases

A contractor 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.

2.9 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 as required in the General Conditions of the contract 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.

2.10 Protest Procedures

2.10.1 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 Bid section of this RFB. 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 2.3.1 through 2.3.3.

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

- a. The **contractor** has submitted a bid that it believes to be responsive to the solicitation document.
- b. The **contractor** believes that its bid 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 bid for an award.

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

2.10.4 Form of Protest

A contractor who is qualified to protest should submit the protest to the individual listed in the Submission of Bid section of this RFB 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.
- e. 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. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

III. BID FORMAT AND CONTENT

Responsive bids 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 providing software application systems. The contractor's bid 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 RFB.
- f. If subcontractors are proposed for this RFB, describe the **contractor's** contract management process for subcontractors included in the **contractor's** bid and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the **contractor** and each proposed subcontractor.

3.2 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 RFB for customers similar to or with relevance in the size, complexity and scope of this RFB. 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 RFB and in the manner required pursuant to this RFB.

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 18 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 bid 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 RFB. 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 Bid

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 the software and other related applications and services being provided 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 Administrative Office of 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. Other applicable taxes shall be included as a separate line item on a contractor's invoice.

3.3.3 Contractor's bid 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 Bid 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 Bid.
- b. Contractor Certificate (See Attachments)
- c. 504 Statement of Compliance (See Attachments)
- d. Certificate of Insurance with the Superior Court named in the endorsement.

3.4.2 Acceptance of Terms

The contractor's bid must include a statement as to whether the contractor accepts the General Conditions in Section V 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 bid. If exceptions are taken, contractor must submit a "redlined" version of the term or condition showing all modifications proposed by the contractor. 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 bid.

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 bid may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Product and Services to be Provided

4.1.1 General Description

Contractor shall provide and install a jury operations management software application. Contractor will work with Court to tailor the system to the Court's specifications and will train and facilitate in the implementation of the system. Contractor will also provide on-going software application support to Court and provide any additional post-installation tailoring needs to the Court on an as-needed basis as authorized under the Court's Work Directive procedures.

4.1.2 System Requirements and Functionalities

The following is a detailed description of the system requirements and the functionality of the system that will comply with the needs of the Court:

A. Juror Pool Processing

Creation and management of the Master Juror Listing Pool using various data sources, including, but not limited to, Department of Motor Vehicles and Voter Registration sources

B. Juror Summoning Process

- 1) Selection of prospective or potential juror candidates from Master Pool using a one-step qualification/summoning process.
- 2) Jury panel creation
- 3) Summons notice generation
- 4) Ability to summon jurors to various court locations
- 5) Ability to exclude jurors from selection for a specified time period

C. Juror Service Management

1) Once the summons process has been initiated, jury division staff will need to manage the individual and collective juror records. This includes the ability to perform the following functions:

- a) Juror records inquiry
- b) Update juror records
 - Name & address information
 - Excuse requests
 - Denial of excuse request
 - Exclusion requests
 - Denial of exclusion request
 - Postpone juror attendance to a future date/time/location
 - Notate prospective juror's requests
- c) Ability to notice juror's of all requests
- d) Post juror daily attendance
- e) Juror panel processing
- f) Trial juror management – Juror management in the courtroom
 - Ability for courtroom staff to post attendance in the courtroom
 - Maintain juror status records
- g) Print certificates of service

- 2) Generate random list from selected jurors from other panels who have been called in.
- 3) Product statistical reports of juror usage and other related information.
- 4) Ability to dedact juror information.

D. Internet access to prospective juror information, including but not limited to, access to reporting information; completing forms on-line; and making requests for postponements.

E. Payroll Process

- 1) Manage juror per diem and mileage
- 2) Ability to issue juror checks
- 3) Ability to balance/audit jury pay process
- 4) Ability to toggle individual juror pay on/off

F. Technology Requirements

- 1) Microsoft Server 2003 platform
- 2) Oracle database
- 3) Web-based client preferred
- 4) Ability to scan forms for data extraction
- 5) Random generator
- 6) Ability to generate a list of "Failure to Appear" jurors for staff review and to generate a Notice of Failure to Appear from the approved list.

4.1.3 General Requirements

Contractor will provide the following services in conjunction with meeting the specifications as stated in 4.1.2 above:

- A. Work with Court staff to tailor the software application to the needs of the Court.
- B. Work with court staff to test the system to be compliant with the court's specifications.
- C. Train court staff on the use of the system
- D. Provide on-going maintenance of the system for the term of the contract.
- E. Provide Court with all updates, modifications and versions of the software when implemented.

4.2 Invoicing

4.2.1 Contractor shall submit invoices after completion of requisite tasks to the satisfaction of the Court's Information Technology Director.

4.2.2 An invoice shall contain a detail of product supplied, services rendered, other equipment and materials provided, the Court's contract number and shall be 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, 4th floor
Redwood City, CA 94063

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A., Contract Terms and Conditions.

VI. ATTACHMENTS

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**ATTACHMENT A
PROPOSED CONTRACT TERMS AND CONDITIONS**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO Agreement
AGREEMENT WITH (INSERT CONTRACTOR'S NAME) No. 22000-06-D0_

Contractor Name and Address:

Contractor: Upon completion of work or agree-upon work periods, mail
Invoice with the above Agreement Number to:
SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO
400 County Center, 4th Floor
Redwood City, CA 94063
Attention: Mona Hall, Finance Director

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 **(insert name of contractor)** hereinafter called "**Contractor**", 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 Exhibit "A" 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. **Contract Term and Termination.**

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from June 1, 2006 through _____, 200X.

B. 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.

C. This Agreement may be terminated by the court for cause at any time upon ten (10) days' written notice to contractor.

D. 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.**

A. **Payment Schedule and Liability.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", 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 **XXXXXX (\$ XXXX.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. **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. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Court, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. **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.

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.

A. **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.

B. **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) Motor Vehicle Liability Insurance | \$ 1,000,000 |
| (3) Errors and Omissions/Professional Liability | \$ 1,000,000 |

The Superior Court, County of San Mateo and the County of San Mateo and their officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, 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.

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. **Non-Discrimination.**

A. 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

B. 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.

C. 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.

12. **Retention of Records.** Contractor shall maintain all required records 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.

13. **Merger Clause.** This Agreement, including Exhibits "A", "B" and "C" 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. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

14. **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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

Contractors Signature

Date

George A. Miram, Presiding Judge

Date

ATTEST:

John C. Fitton, Court Executive Officer

Date

I hereby certify that the services requested are necessary, the selection process documentation is accurate, all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in contractor's insurance limits below \$1,000,000, that contractor's 504 compliance statement is on file in this office, and that no work will commence until this document is signed by the Court Executive Officer.

Deputy Court Executive Officer _____ Date _____ Finance Director _____ Date

Distribution: Original signed copy: Finance Director Copy to: Contractor, Contracts Administrator, Project Manager and Court Accounting Revised 9/2005

[NOTE: Exhibits A and B of the Contract will contain the specifications of the project and the cost and payment schedule.]

**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 Bid.

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 Bid 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 Bid**

**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."