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Administrative Office of the Courts

Finance Division

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts

DATE: October 24, 2002

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
This RFP seeks proposals from highly qualified technology specialists (“Vendors”) for the specific analysis, design, architecture, development, and deployment of a general civil, small claims and probate case management system. This is the first of multiple initiatives to build and deploy a comprehensive case management system.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):
Project Title: Civil Case Management Systems Software
RFP Number: AOC10.02

DEADLINE: **Proposals must be received by 4 p.m. on December 2, 2002**

SUBMISSION OF PROPOSAL: Proposals should be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Grant Walker, Business Services Manager
455 Golden Gate Avenue
San Francisco, CA 94102

CONTACT FOR FURTHER INFORMATION:

NAME:	TEL:	FAX:	E-MAIL:
Adrian Prost	(818) 558-3075	(818) 558-3112	adrian.prost@jud.ca.gov

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SECTION I

REQUEST FOR PROPOSALS

FOR

CASE MANAGEMENT SYSTEMS SOFTWARE

I. INTRODUCTION - SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and Coordinated Procurement

This Request for Proposals ("RFP") is being issued by the California Administrative Office of the Courts ("AOC") on behalf of the Southern California Oversight Committee ("SCOC"). The SCOC consists of the Superior Courts of Los Angeles, Orange, San Diego, and Ventura counties and the AOC. The SCOC is a subset of a regional Court technology organization, the Southern California Technology Group ("SCTG"), which was formed in response to the request for collaborative development of court technology in the Judicial Council's *Tactical Plan for Court Technology*. The SCTG was comprised of the Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Superior Courts originally, and was expanded to include Imperial, Inyo, Santa Barbara, and San Luis Obispo Superior Courts.

This RFP seeks proposals from highly qualified technology specialists ("Vendors") for the specific analysis, design, architecture, development, and deployment of a general civil, small claims and probate case management system. The system should be based on an overall case management system architecture that is extensible to all Civil and Criminal case types, including juvenile dependency and adoptions, juvenile delinquency, juvenile informal and traffic, family law, mental health, criminal and traffic. This is the first of multiple initiatives to build and deploy a comprehensive case management system; therefore it is anticipated that subsequent RFPs will be issued for the design, development and deployment of a system addressing the remaining case types.

The Regional Program Office of the AOC ("RPO") will act as the AOC Project Manager under the oversight of the SCOC pursuant to its agreed regional governance model. The AOC reserves the right to make one award, multiple awards, to reject any or all proposals, in whole or in part, submitted in response to this RFP, or to make no award.

1.2 RFP Layout and Sections

The RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. General Conditions
5. Existing CMS Technology and Infrastructure

Appendices

- A. Draft Functional Requirements
- B. Draft Non-Functional Requirements
- C. Sample Professional Services Agreements for Phase One and Phase Two
- D. Required Proposal Forms
 - i. Pricing Page
 - ii. DVBE Form
 - iii. Vendor Certification Form

1.3 Project Overview

1.3.1 Statement of the Business Problem to be Solved

Each of the SCOC courts has historically operated its own information systems, typically in conjunction with the local county. The Lockyer-Isenberg Trial Court Funding Act of 1997, also known as Assembly Bill 233, relieved California’s county governments of the responsibility for funding trial court operations and shifted it to the state. AB 233 also requires the trial courts to assume new responsibilities for fiscal management and to be accountable for their use of public resources. The AOC is chartered with the rationalization and standardization of the disparate court technology environments. One result of this charter is an initiative to develop a common case management system available for use by any of the California Superior Courts, focused initially on the SCOC courts.

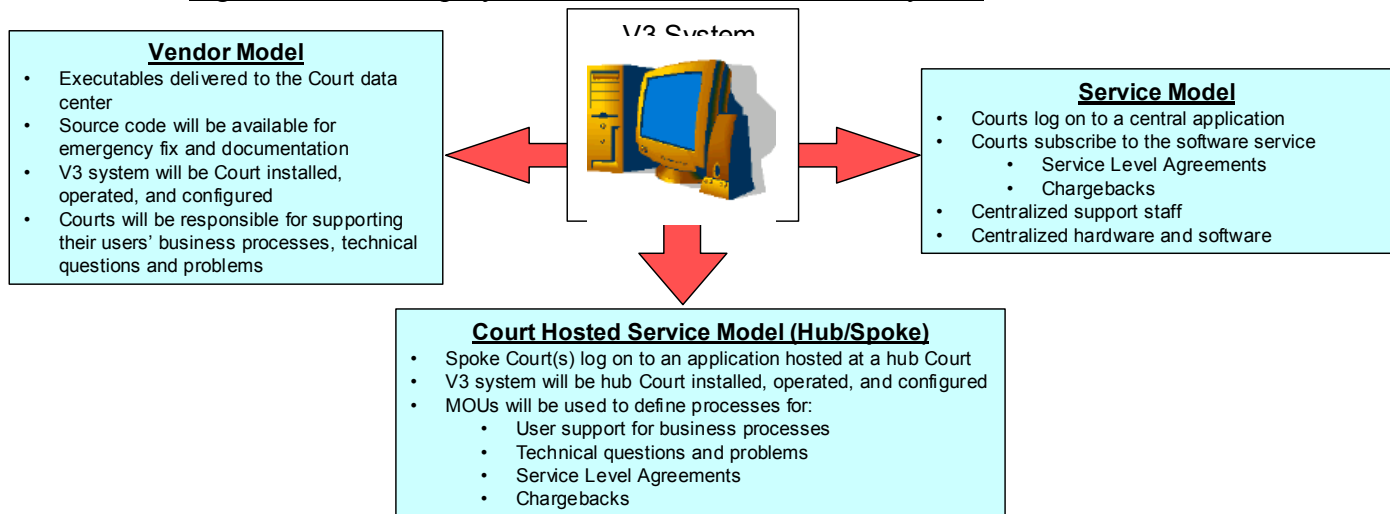
This initiative, named “V3”, is not just an enterprise application development project. The table below lists the different dimensions of the scope of the project, moving the SCOC courts from the existing state to the desired state. The primary focus of Vendor activities will be developing an enterprise application; however there will be significant tasks around each of these dimensions to help move the courts to the desired state.

Table 1

Existing State	Desired State
Different applications for each SCOC court; multiple applications are required to address all case types within each court	SCOC courts use a single base of code for all case types, with multiple configurations/instances
Different production computing platforms for each SCOC court	The system should be developed on and deployed on a single base technology stack. For example, one selected, standard ... Network Protocol ... Operating System ... Database ... Application Server (e.g., Weblogic, Apache)

Different business processes for each SCOC court	Common business model with flexibility built in through a business rules engine
No Enterprise Architecture	Design, develop and deploy a standards-based enterprise architecture
Multiple support and operations staff	Three deployment models should be supported as indicated in the diagram below

Figure 1: Three Deployment Models for the V3 CMS System



As noted above, it is the expectation that the Vendor will assist the AOC and the SCOC in the creation of a CMS software service and business model, including an organizational strategy, business processes for supporting a software service, and non-functional requirements that contemplate elements such as charge backs and service level management.

1.3.2 Project Scope and Approach

The scope of the project, as indicated below, will be to develop general civil, small claims and probate case management system, within an architectural framework that contemplates all case types, and deploy this system to the four SCOC courts – Los Angeles, Orange, San Diego and Ventura. The development of other case type business processes and functional requirements will be addressed in subsequent RFPs and project initiatives.

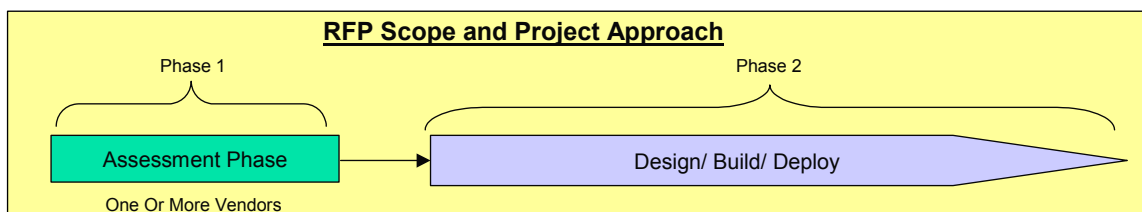
Table 2

Case Type	Scope
Civil (includes Complex Civil/JCCP, Unlawful Detainers, and Limited Civil)	Design and develop business process, functional and non-functional requirements. Deploy to SCOC courts.
Small Claims	
Probate	
Mental Health	Design and develop architecture to address non-functional requirements. Designing and developing business process and functional requirements, and integrating into architecture services, is out of scope.
Juvenile Dependency and Adoptions	
Juvenile Delinquency	
Juvenile Informal and Traffic	
Family Law	
Criminal – Felony	
Criminal – Misdemeanor	
Traffic	

The procurement approach consists of two phases. Phase One, the Assessment and Analysis Phase, will be a fixed price bid based on a set of deliverables described in Section 1.3.3. Vendors will also be asked to include in their proposal a schedule of hourly rates by personnel classification based on role/level, which shall remain in effect for the duration of both Phase One and Phase Two. We would expect that the duration of the Phase One project would be in the range of 8-10 weeks.

For Phase One, the Assessment and Analysis Phase, the AOC will engage one or more vendors to perform an assessment and provide analysis and documentation back to the SCOC. The primary deliverable of the Assessment and Analysis Phase will be a detailed Project Plan for the subsequent design, development, testing, and deployment phase, and detailed cost proposal. Additional deliverables as described in Section 1.3.3 will be developed to ensure that consistent requirements and processes are defined for the case types within the scope of this RFP. At the conclusion of Phase One, it is anticipated that the AOC will select one vendor to proceed with Phase Two, to execute the Project Plan as documented and approved by the SCOC.

Figure 3: Two Phase RFP Approach



The primary objective and deliverable set of Phase Two, the Design, Develop and Deploy Phase, is to design, develop, test and deploy a contemporary case management system

that is suitable for SCOC court requirements and that is appropriately extensible, scalable, flexible and maintainable as a result of using enterprise level architectural components and services, object-oriented design and an n-tier architecture. The CMS system is intended to be a single code base, to be initially used by each of the SCOC courts, with business rules and table-driven configuration to allow for local preferences and business practices. The architecture should be designed and developed in such a manner to allow subsequent case types (e.g., family law, juvenile) to be developed and incorporated within the single, integrated CMS, and share common enterprise architectural services such as workflow, user interface/presentation, and security. As part of the deployment tasks, the Vendor shall address the creation of a software service, including organization, process and technology dimensions, as noted in section 1.3.4.

1.3.3 Phase One - Summary of Assessment and Analysis Phase

As noted above, one or more Vendors will be retained by the SCOC to conduct an assessment and analysis of current SCOC functional and non-functional requirements, business processes, and architectural components for civil, probate and small claims case management systems.

The deliverables provided by the vendor within the initial assessment and analysis phase will be as follows:

- (a) Project Vision - A general vision of the core project requirements, key features, and main constraints
- (b) Initial Business Case - Includes business context, success criteria, cost/ benefit analysis, and deployment strategy.
- (c) Initial Risk Assessment – Identifies risks and suggested mitigation approaches for Phase Two activities. Should be linked to tasks within the detailed project plan and elaborate upon the Vendor project management and software development methodologies.
- (d) Initial Project Glossary – Defines common project-related terms and vocabulary shared among the SCOC courts and V3 team members (may optionally be partially expressed as a domain model).
- (e) Functional Requirements - Includes evaluating, clarifying and developing business process requirements for civil, small claims, and probate case types. A business process model, as well as an initial high-level use-case model (partially complete), including one or several high-level key use cases, will be the anticipated deliverables. The functional requirements contained in Appendix A of this RFP will be used as the starting point, and the features and requirements will be refined through selected data gathering and refinement with court and Vendor subject matter experts.
- (f) Non-Functional Requirements - Includes evaluating, clarifying and developing non-functional requirements for all case types (including juvenile dependency and adoptions, juvenile

delinquency, juvenile informal and traffic, family law, mental health, criminal and traffic). The standards referenced in Appendix B of this RFP will be used as the starting point, and the features and requirements will be refined through selected data gathering and refinement with court and Vendor subject matter experts. Also should include an assessment of the existing technical environments, as referenced in Section V, and available architectural enterprise applications components of the SCOC courts, such as the Vision application.

- (g) Simple Prototype – Based upon the high-level use cases defined above in (e), the Vendor should deliver one or several simple prototypes based upon the key use case(s).
- (h) Detailed Project Plan – Includes the development of a detailed project plan that shows tasks, resources, dependencies, deliverables, detailed project schedule and milestones for the remainder of the project. The Vendor should ensure that the project methodology is reflected clearly in the project plan incorporating iterative, unit-level build and test cycles. The Vendor should also identify the organization and composition of project teams, where possible. The project plan should also address:
 - (i) Developing and executing a complete test strategy and plan, including unit, system, performance (scalability and response times), integration and user acceptance tests.
 - (ii) Developing the software service organization strategy, non-functional technical requirements, and support/operations processes.
 - (iii) Data conversion activities for each court
 - (iv) Interface creation and development activities for each court, including building a generalized enterprise applications interface (EAI) service
- (i) Detailed Cost Proposal – Vendor shall provide a detailed cost breakdown by personnel classification, estimated hours, and tasks, for Phase Two services together with unit prices for all equipment, materials, supplies to be furnished, and expenses. Each proposal element, task, or option should be priced separately, with a total sum not to exceed for all Phase Two services.

1.3.4 Phase Two - Summary of Design, Develop and Deploy Phase

Subsequent to Phase One, and based upon Vendor performance and other criteria as itemized in Section III, the SCOC will select and contract with one Vendor to proceed with Phase Two.

Following the creation of high-level design deliverables in Phase One, the selected Vendor will proceed with a detailed design of the application (functional components) and supporting architecture (non-functional services). The analysis and high-level design deliverables created in Phase One will be enhanced to include the design details required for system development of the overarching architecture and civil, small claims and probate case types. The development process is expected to follow the detailed project plan developed as part of Phase One (1.3.3 (h), above) and shall include deliverable components typical of the object-oriented lifecycle as noted in Section III. The development process will include implementation of business rules for each SCOC court.

Production deployment of the completed civil, small claims and probate system will occur to all SCOC court facilities, as itemized in Section V, on a timeline to be determined by the project team during Phase One and refined during Phase Two. The Vendor will be expected to assist with the configuration and troubleshooting tasks, and with addressing system defects throughout the rollout process.

The Vendor should assume that data migration in the phase will occur prior to testing and rollout as required, and be included within the scope of this RFP, as noted above. A key initial deliverable should be a data migration strategy and approach, followed by the execution of the detailed tasks required to migrate data for all SCOC courts from their existing applications, where cost-effective, to the new V3 application. The Vendor should also assume that development of application interface/integration components and application program interfaces (APIs) will be included within the scope of the RFP. Interface configuration specific to each SCOC court should also be included within the scope of this RFP. The Vendor will also be responsible for transitioning operational and support duties to Court personnel, as detailed below in 1.4.4.

Other production deployment deliverables should be developed by the Vendor as appropriate, including: Change Control; Training and End-User Support materials; Disaster Recovery Plan; Transition Plan; and Administration and Operations Manuals.

As noted previously, it is the expectation that the Vendor will assist the AOC and the SCOC in the creation of a CMS software service, including but not limited to the following:

- (a) Organizational strategy and high-level design, including application development and support, Help Desk, technology operations, business support
- (b) Technology-related processes, including change and configuration management, problem management, service level management, backup/recovery management, storage management, security management
- (c) Technology, including non-functional components integrated into the CMS system (for instance, for charge backs and service level measurement), and tools to support the organization and process as noted above.

1.4 Process and Methodology Overview

The overall approach to Phase One and Phase Two of the V3 program will be to establish integrated teams with AOC staff, court staff, and other court consultants working closely with the selected Vendor(s). One example of such a project organization is shown below in 1.4.1, Figure 4.

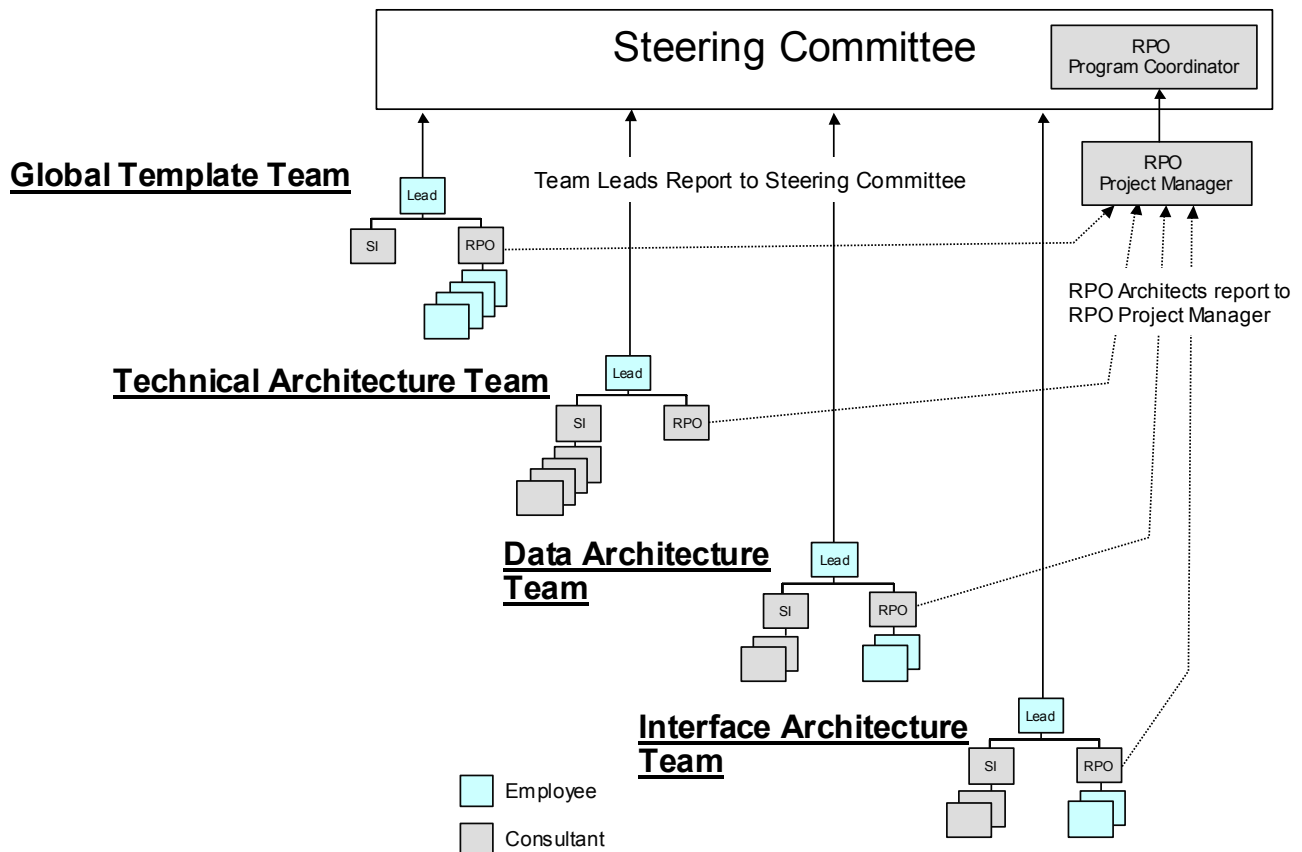
The project will be expected to observe lifecycle phases and produce project deliverables and documentation appropriate for a contemporary, object oriented analysis, design and development methodology. Consistent with this approach, the project is expected to progress in an iterative fashion. The project plan shall include short iterations, and shall provide for deliverable reviews and sign-offs at the end of each iteration.

The system design and implementation should result in a flexible, configurable and extensible system able to accommodate evolving business rules, workflow and information needs. To this end the Vendor should employ rigorous contemporary methodologies that include formal modeling throughout the software development lifecycle.

The Vendor will be expected to involve and provide knowledge transfer to court personnel on a hands-on basis during the full course of the project so that the court personnel can participate as a full partner, verify appropriateness of deliverables, and position themselves to administer and maintain the system, manage and configure business rules, and extend and enhance the system functionality.

1.4.1 Example Project Organization

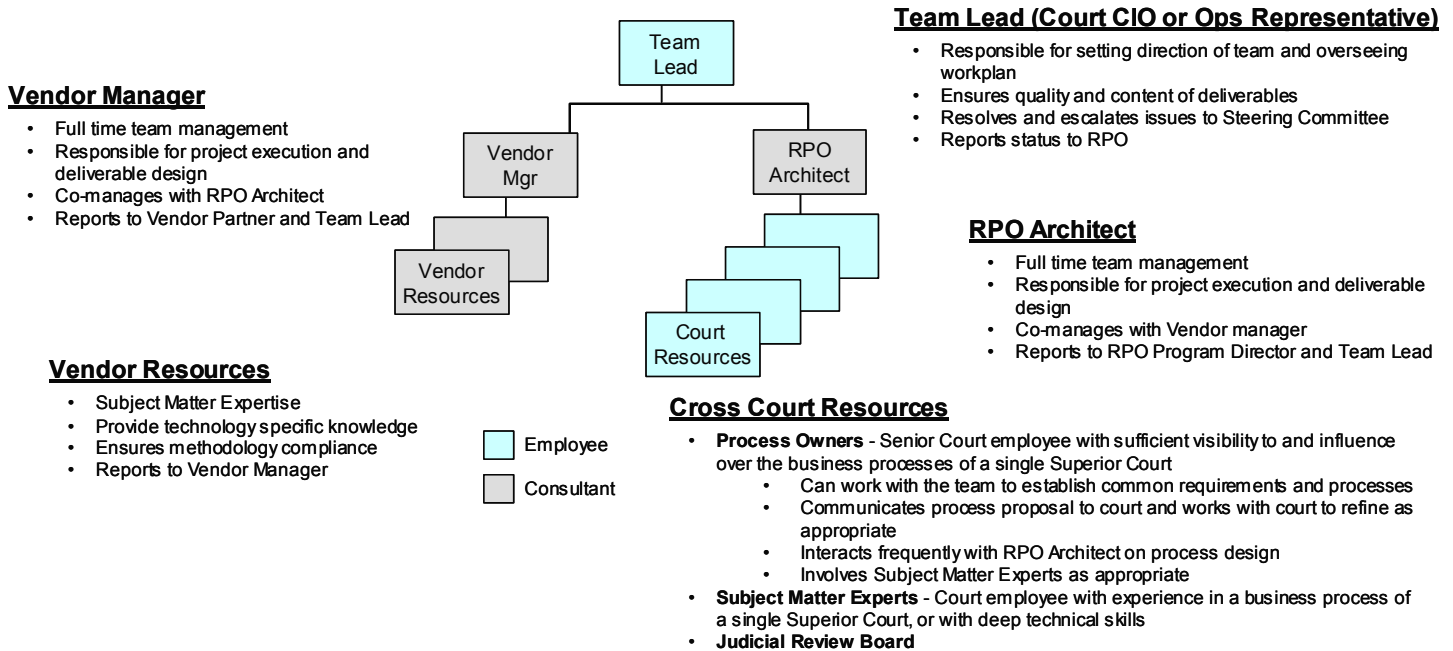
Figure 4: Cross-Court Project Teams



The project will be organized to use a cross-court, integrated vendor/Court team approach for the various phases of the project. This will ensure that each court participates and has an opportunity to incorporate its requirements in the analysis, design, development and deployment phases through close collaboration with the Vendor. This will also ensure that knowledge transfer occurs throughout the project.

The roles anticipated for the Vendor, RPO and Court staff is depicted below in Figure 5.

Figure 5: Sample Cross Court Team Roles and Responsibilities



1.4.2 Software Development Methodology

The project will use a well-defined contemporary software development methodology as proposed by the Vendor. The Vendor will work under the direction of the RPO to customize the specific software development methodology that will be used on the project per industry best-practices as appropriate for the project. This includes identifying the methods, details of artifacts to be produced and delivered, and the deliverable review process.

The project will follow a use-case driven, architecture-centric, incremental and iterative approach. A blended team of Vendor and court subject matter experts will gather requirements and develop system use cases. The architecture-centric process will involve stabilizing the design model early to allow for establishing and validating strategic design decisions. The model will be refined during subsequent iterations. An incremental and iterative approach will allow for the refinement of the design, increased component reusability, and early identification of potential project risks.

Unified Modeling Language (UML) notation will be employed to visually model the system. The Vendor will provide appropriate artifacts consistent with their proposed methodology at each step of the project.

1.4.3 Project Management Methodology

The Vendor will work under the direction of the RPO to establish best-practice based project management strategies and controls, including, but not limited to:

- Project Integration Management
- Project Scope Management
- Project Time Management
- Project Cost Management
- Project Quality Management
- Project Human Resource Management
- Project Communications Management
- Project Risk Management
- Procurement Management

1.4.4 Knowledge Transfer and Training

Knowledge transfer and training is a vital component of the project. A key element will be knowledge transfer and training via hands-on involvement of dedicated SCOC technical staff and subject matter experts beginning in the initial phase of the project. The SCOC will utilize internal subject matter experts to validate requirements, internal technical staff to oversee and be involved in the analysis, design, development and testing efforts, and internal operations personnel to participate in deployment related decisions and tasks. Activities will include but not be limited to (a) training and direct participation of court staff in the development of project artifacts for all phases of the project lifecycle, as noted above in the cross-court teams, (b) knowledge transfer and training of court developers on steps to create and modify business rules, and user interface customization and (c) knowledge transfer and training of court developers on the procedures to create APIs for integration with external systems, to extend the base application for new functionality, and to integrate with other third-party applications.

Also included will be training court system operations and system administration personnel in regular maintenance tasks, such as system monitoring, back up and level one troubleshooting and training the end-user trainers in preparation for court staff end user training.

1.5 Facilities

The RPO will work with the four SCOC courts to provide site works, installation, and appropriate facilities for hosting the required development, pilot, and production systems, as well as the repository used to manage all project artifacts. The RPO will also work with the four SCOC courts to provide systems operations staff to administer the system and limited on-site space, workstation hardware and software, required software applications, and communications connectivity for the Vendor's project staff throughout the duration of the project.

However, the AOC would like to have the option of having the vendor provide work space and other infrastructure items as listed above. Therefore the Vendor should list assumptions and develop optional components of the proposal to address this.

SECTION II

REQUEST FOR PROPOSALS

FOR

CASE MANAGEMENT SYSTEMS SOFTWARE

II. PROCUREMENT AND EVALUATION PROCESS**2.1 Procurement Schedule and General Instructions**

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

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	Week of Oct. 21, 2002
2	Deadline for Vendor Requests for Clarifications or Modifications	Nov. 1, 2002
3	Pre-Proposal Conference	November 1, 2002
4	Proposal Due Date	December 2, 2002, 4:00pm PST
5	Interviews/Negotiations	Nov. – Dec., 2002
6	Notice of Intent to Award Phase One	End of December, 2002
7	Notice to Proceed	Jan. 2003

2.1.1 The RFP and any addenda that may be issued will be available on the following websites:

<http://www.courtinfo.ca.gov/reference/rfp/>

<http://www.osmb.dgs.ca.gov/cscr/>

2.1.2 RFP Not a Contract

The RFP does not constitute a contract or an offer for employment. The award of any contract pursuant to this RFP is contingent upon funds being made available by the State of California in the appropriate fiscal year for the purposes of this project. In addition, any contract awarded as a result of this RFP is subject to any additional restriction, limitation, or condition enacted by the Legislature or established by the Judicial Council of California that may affect the provisions, funding, or terms of the contract in any manner. The AOC reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP. The AOC further reserves the right to make no award, and to modify or cancel, in whole or in part, this RFP.

2.1.3 Confidential Matters

If any information submitted in a Vendor's proposal is confidential or proprietary, the Vendor must provide that information on pages separate from non-confidential information and clearly label the pages containing confidential information "CONFIDENTIAL."

In addition to labeling each confidential page, the Vendor must include the following statement on a separate page, indicating all page numbers that contain confidential or proprietary information:

The information contained on pages _____ shall not be duplicated or used in whole or in part for any other purpose than to evaluate the proposal; provided that if a contract is awarded as a result of this proposal, the AOC shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the AOC's right to use the information contained herein if obtained from another source.

PROPOSALS WILL BE MAINTAINED IN CONFIDENCE BY THE AOC UNTIL ISSUANCE OF A NOTICE OF INTENT TO AWARD. UPON ISSUANCE OF A NOTICE OF INTENT TO AWARD, ALL PROPOSALS, INCLUDING PROPOSAL INFORMATION LABELED AS CONFIDENTIAL BY A VENDOR, WILL BE AVAILABLE TO THE PUBLIC AND WILL BE TREATED AS SUBJECT TO DISCLOSURE, EXCEPT TO THE EXTENT INFORMATION IS PROTECTED FROM DISCLOSURE BY LAW.

If Vendor requests that the AOC withhold from disclosure information identified as confidential, and the AOC complies with the Vendor's request, Vendor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the AOC from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Vendor information), and pay any and all cost and expenses related to the withholding of Vendor information. Vendor shall not make a claim, sue or maintain any legal action against the AOC or its officers, employees or agents in connection with the withholding from disclosure of Vendor information.

If Vendor does not request that the AOC withhold from disclosure information identified as confidential, the AOC shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the AOC.

2.1.4 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a Vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the AOC, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

A pre-proposal conference to answer questions related to this RFP will be held from 9:00 a.m. to 11:00 a.m. on November 1, 2002 at:

AOC Southern Regional Office

2233 North Ontario Street, Suite 100

Burbank, California

The pre-proposal conference is not mandatory; however, prospective proposers are encouraged to attend in order to better understand the proposal requirements. The AOC will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Courtinfo website and issued to all Vendors to whom this RFP was sent and posted on the AOC website.

2.2.1 Request for Clarifications or Modifications

Vendors requesting clarification or modification of this solicitation document, including Section IV General Conditions, the Professional Services Agreements, or on procedural matters related to the RFP should transmit those questions in writing, by no later than the date specified in Section 2.1 to:

Adrian Prost, AOC Project Manager
AOC Regional Program Office
2233 North Ontario Street, Suite 100
Burbank, CA 91504
Phone: (818) 558-3056
Email: Adrian.Prost@jud.ca.gov

If a Vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Vendor may submit the question in writing, marking it as "CONFIDENTIAL". With the question, the Vendor must submit a statement explaining why the question is proprietary. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence as permitted by law. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Vendor will be notified.

2.2.2 Ambiguity, Discrepancies, Omissions

If a Vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Vendor shall immediately provide the AOC with written notice of the problem and request that this RFP be clarified or modified. Without disclosing the source of the request, the AOC may modify this RFP prior to the date fixed for submission of proposals by issuing a written addendum to all Vendors to whom this RFP was sent and will be posted on the AOC website.

If prior to the date fixed for submission of proposals, a Vendor submitting a proposal knows of or should have known of any ambiguity, conflict, discrepancy, omission, or other error in this RFP but fails to notify the AOC within the time stated above, the Vendor shall submit its proposal at its own risk, and if the Vendor is awarded the contract, it shall not be entitled to any price or other adjustment to the contract for such reason.

2.2.3 Contact with Courts and AOC

Vendors are specifically directed NOT to contact any California Court or AOC personnel for meetings, conferences, or technical discussions that are related to this RFP at any time prior to any award of the contract. Unauthorized contact with any California Court or AOC personnel may be cause for rejection of the Vendor's response.

2.2.4 RFP Addenda

The AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing a written addendum to the Vendors to whom the solicitation document was sent and posted on the AOC website. Oral clarifications or modifications are not binding on the AOC. If any Vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Adrian Prost, AOC Project Manager, at the address noted in Section 2.3.1 no later than two business days following the receipt of the addendum.

2.3 Submission of Proposals

2.3.1 Proposal Closing Time, Number and Method of Submission

One Original technical and cost proposal must be received no later than the due date specified in Section 2.1 by **4:00 p.m. (Pacific Standard Time) (the "Proposal Closing Time")** at **455 Golden Gate Ave., 5th Floor, San Francisco, CA 94102-3660.** The cost proposal should be submitted in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.

Twenty (20) hard copies and one (1) electronic format copy of the Proposal in MS Document or PDF format document, and twenty (20) copies of the Cost Proposal as described in Section 3.5 must be received no later than the date specified in Section 2.1 by **4:00 p.m. (Pacific Standard Time) (the "Proposal Closing Time") at 2233 North Ontario Street, Suite 100, Burbank, CA 91504.** The cost proposal should be submitted in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.

The hard copies and electronic copies of the Technical Proposal should not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened. Late proposals will not be considered.

2.3.2 Amendment or Withdrawal of Proposals

A Vendor may amend its proposal only in writing that is received by the AOC prior to the Proposal Closing Time, which conforms to the requirements for proposal submission.

A Vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the AOC in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.3.4 Authorized Signatures, Validity Period of Proposals

Proposals must include the Vendor name and address, and be signed by a duly authorized officer or employee of the Vendor.

If the Proposal is made by a sole owner, it shall be signed by the sole owner; if it is made by a partnership, it shall be signed by a member of the partnership and include the name and address of each member of the partnership; and if it is made by a corporation, it shall be signed by **two** officers of the corporation, consisting of one of each of the following: (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer. If the proposal made by a corporation is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws). If it is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization so to do as noted above.

Proposals will be valid through June 30, 2003. In the event a final contract has not been awarded by June 30, 2003, the AOC reserves the right to negotiate extensions to the validity period.

2.3.5 Knowledge of Requirements

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications or modifications. The AOC will mail addenda and clarifications to those parties who obtained copies of this RFP, however, it is the Proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal due date.

2.4 Overview of Phase One Evaluation Process

2.4.1 Evaluation Committee

The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from Vendors will be reviewed and evaluated by a committee of qualified personnel. The Evaluation Committee will first review and screen all proposals submitted, except for the Cost Proposals, according to the **minimum qualifications set forth in Section 2.5.**

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.6. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the Cost Proposal. Thereafter, the Cost Proposals will be opened, reviewed and evaluated to determine an overall evaluation score.

2.4.2 Reservation of Rights

The AOC, in its complete discretion, may eliminate proposals that have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive an immaterial deviation or defect in a proposal. The AOC’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Vendor from full compliance with solicitation document specifications.

2.4.3 Requests for Additional Information

The AOC reserves the right to seek clarification or additional information from any Vendor throughout the proposal process. The AOC also reserves the right to request a visit to a site that is representative of the type of system that will provide the services to the SCOC Courts.

2.5 Minimum Qualifications

To be considered for 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 Vendor and Subcontractor (s)):

No.	Minimum Qualifications
1.	Professional services revenue greater than \$50 million per year each of the last three years
2.	Three or more new systems development projects of greater than \$5 million in revenue during the last three years
3.	Three or more new systems development projects of greater than 1,000 concurrent end users during the last three years and at least one implementation of 2,000 concurrent users

4.	Three or more new systems development projects of n-tier architecture during the last three years (e.g. J2EE, .NET)
5.	Ten or more years experience working with government entities/ Public Sector
6.	Five or more years experience working with Court Case Management Systems
7.	Will provide full time on-site staff to the development and implementation for the full life of the project (Assess, Design, Develop, Deploy)
8.	Will provide proprietary rights in accordance with Section 4.16 of the General Conditions
9.	Methodology for analysis and design is based on Object Oriented techniques and tools
10.	Will develop the project to Capability Maturity Model (CMM) level 3
11.	Complies with Disabled Veteran Business Enterprises (DVBE) participation requirements or demonstrate written evidence of a “good faith effort” to achieve DVBE participation (Ref. Section 3.3.3)
12.	Neither Vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California (Ref. Section 3.2.3)

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

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have two (2) business days from receipt of such notification to file proof that all such qualifications are met.

2.6 Phase One Evaluation Criteria

Proposals will be evaluated based upon the following criteria, listed in priority order. Although some factors are weighted more than others, all are considered necessary, and the proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the AOC reserves the right to reject any proposal whose price is outside of the competitive range. Within each evaluation category are listed various subcomponents, also in priority order.

(a) **Technical Solution: 40%**

The technical solution will be evaluated on such factors as: Experiences with Courts, project plan, proposed project staffing, other relevant experiences (CMM Level 3), quality of sample deliverables, references, knowledge transfer.

(b) Vendor Approach & Methodology: 30%

The Vendor's project approach will be evaluated based on the following: Understanding of the problem, project management methodology, development methodology, and requirements gathering methodology.

(c) Financial Viability and Stability: 20%

The Vendor will be evaluated on its ability, and that of any subcontractors, to successfully perform based on financial strength, significant events, staffing qualifications of the company, outstanding legal issues.

(d) Cost/Pricing Factors: 10%

The proposal will be evaluated in terms of the fixed fee bid (including expense limits), hourly rates by roles and responsibilities, and any support or infrastructure requirements to be supplied by the Courts.

Notwithstanding the criteria and weights listed above, the AOC reserves the right to weigh factors that the AOC determines provides the best potential value for performance of the case management systems software project.

2.7 Phase One Interviews: Negotiations

2.7.1 Interviews

Following the initial screening of proposals, the AOC reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. The AOC reserves the right to interview one or more proposers, or none. Proposers will be responsible for all costs related to the interview.

2.7.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion, within the competitive range. The AOC reserves the right to award a contract, if any, without negotiations.

2.7.3 Best and Final Offers

The AOC reserves the right to conclude negotiations and request one or more proposers in the competitive range to submit Best and Final Offers.

2.8 Phase One Award of Contract

The Evaluation Committee will make a final recommendation for award of the Phase One work to the SCOC Steering Committee. A Notice of Intent to Award will be issued to all proposers at least three (3) calendar days prior to the date that action to award the contract will be taken. Upon award, the successful proposer(s) will be required to execute the Professional Services Agreement for Phase One substantially in the form presented in Appendix C, and provide certificate of insurance in conformance with Section 4.25 within ten (10) business days of the award.

2.9 Phase Two Evaluation Criteria

The Vendor(s) who were engaged for Phase One services will be evaluated on Phase One Deliverables and any updates to their Phase One proposal submissions based on the following criteria, listed in priority order. Although some factors are weighted more than others, all are considered necessary, and the Vendors must be technically competent in each area to be eligible for award. With regards to cost, the AOC reserves the right to reject any proposal whose price is outside of the competitive range. A Cost Proposal outside the competitive range will be considered non-responsive. Within each evaluation category are listed various subcomponents.

(a) Technical Solution: 30%

The technical solution will be evaluated on such factors as: Quality of Phase One deliverables, Phase Two Project Plan, proposed project staffing, experiences with the Courts, References, Knowledge Transfer.

(b) Vendor Approach & Methodology: 30%

The Vendor's project approach will be evaluated based on the following: understanding of the problem, project management methodology, development methodology, and requirements gathering methodology, working style.

(c) Cost/Pricing Factors: 30%

The proposal will be evaluated in terms of the costs factors: Phase Two fees to implement the solution inclusive of all expenses, hourly rates by roles/ levels, and any support or infrastructure requirements to be supplied by the Courts.

(d) Financial Viability and Stability: 10%

The Vendor will be evaluated on its ability and that of any subcontractors, to successfully perform based on financial strength, outstanding legal issues, significant events, staffing qualifications of the company.

The AOC reserves the right to add more detailed evaluation factors prior to the completion of Phase One Services. Notwithstanding the criteria and weights listed above, the AOC reserves the right to weigh factors that the AOC determines provide the best potential value for performance of the case management systems software project.

2.10 Phase Two Interviews: Negotiations

2.10.1 Interviews

Following the initial review and analysis of Phase One deliverables and additional Phase Two evaluation criteria outlined above, the AOC reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. The AOC reserves the right to interview one or more proposers, or none. Proposers will be responsible for all costs related to the interview.

2.10.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion, within the competitive range. The AOC reserves the right to award a contract, if any, without negotiations.

2.10.3 Best and Final Offers

The AOC reserves the right to conclude negotiations and request one or more proposers in the competitive range to submit Best and Final Offers.

2.11 Phase Two Award of Contract

The Evaluation Committee will make a final recommendation for award of the Phase Two work to the SCOC Steering Committee. A Notice of Intent to Award will be issued to the Phase One Vendor at least three (3) calendar days prior to the date that action to award the contract will be considered.

The AOC intends to award the Phase Two contract to the Phase One Vendor whose contract as negotiated represents the best value after evaluation in accordance with the factors in the solicitation. The proposed contract meeting all RFP requirements with the lowest price may not be selected if award to a higher priced proposal provides best value in the judgment of the AOC. The AOC shall have no obligation or liability to the Vendor or any third party should the AOC elect not to award a Phase Two contract to any of the Awarded Vendors from Phase One.

In the event a Phase Two contract award is made, the successful proposer will be required to execute the Professional Services Agreement for Phase Two substantially in the form presented in Appendix C, provide certificates of insurance in conformance with Section 4.25 within ten (10) days of the award.

2.12 Phase One Protest Procedures

Protests may only be filed by the Proposer, and may be based only upon one or both of the following grounds:

- a) The AOC failed to follow procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
- b) The Proposer alleges misconduct or impropriety by the AOC, SCOC officials, or evaluation team members.

Failure to comply with the protest procedures stated herein may result in rejection of the protest. No contract award will be made until completion of the protest procedures.

2.12.1 Protest Based Upon Specifications

Any protest based on alleged improprieties in the RFP process which are apparent, or reasonably should have been discovered prior to submission of proposal, such as allegations that the specifications are unduly restrictive, must be filed at least five (5) calendar days prior to the Proposal closing date specified in Section 2.3.1 at the following address:

Grant Walker

Business Services Manager

Administrative Office of the Courts

455 Golden Gate Avenue

San Francisco, CA 94102-3660

The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protestor shall have exhausted all administrative remedies at the AOC Project Manager level, such as those specified in Section 2.2.1, Request for Clarification or Modifications; Section 2.2.2, Ambiguity, Discrepancies, Omissions; and Section 2.2.4, RFP addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

The Business Services Manager will respond to the protest with a written determination prior to the proposal closing date. The Business Services Manager's decision will be final. Where the determination on the protest could affect the proposal responses, an appropriate extension of the proposal closing date may be granted.

2.12.2 Protest Based Upon Notice of Intent to Award

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to the Proposal Closing Time, such as allegations that the evaluation process was carried out improperly, must be filed within three (3) calendar days of Vendor's receipt of the Notice of Intent to Award with the Business Services Manager specified in Section 2.12.1 at the same address above.

The protest must be in writing and clearly specify the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in the written protest that reasonably could have been raised when the protest was initially submitted, such new grounds or evidence will not be considered in the determination of the protest.

The Business Services Manager will respond to the protest with a written determination prior to contract award. If the protest is denied, the protestor may appeal the determination by filing a written request for review within three (3) calendar days from receipt of the notice of denial addressed as follows:

Ronald Overholt

Chief Deputy Administrative Director of the Courts

Administrative Office of the Courts

455 Golden Gate Avenue

San Francisco, CA 94102-3660

The request for review must specify the grounds and evidence on which the appeal is based. The Chief Deputy Administrative Director will review the Business Services Manager's decision, the protestor's submission, and any other relevant information, and thereupon render a decision in writing to deny or allow the protest, and the reasons therefore. The decision of the Chief Deputy Administrative Director shall be final.

2.13 Phase Two Protest Procedures

The protest procedures for Phase Two award are identical to that of Phase One (see Section 2.12) with the following exceptions:

- (a) The proposal closing date for Phase Two will be identified and published after Phase One award.

- (b) Protests may only be filed by the awarded Proposer (s) from Phase One.
- (c) Any matters previously considered and decided in the Phase One proposal process, or which reasonably could have been raised, will not be considered as grounds for protest in Phase Two.

SECTION III

REQUEST FOR PROPOSALS

FOR

CASE MANAGEMENT SYSTEMS SOFTWARE

III. PROPOSAL FORMAT AND CONTENT

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor’s ability to meet the minimum qualifications and mandatory requirements and desired features of this RFP. Excessive information in response to a question may impair the AOC’s ability to properly evaluate the Vendor’s response. The details of the Vendor’s proposal are to be provided in a response format in accordance with this Section III. A Vendor that does not provide a proposal meeting all RFP requirements in the format noted may be eliminated from any further consideration.

3.1 Executive Summary

The Vendor must provide an Executive Summary of its Phase One Proposal. The Executive Summary should be a “high-level”, general overview of how the Vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Proposer’s understanding of the problem. It shall include a description of key issues necessary for the successful and timely completion of the project. Also include in this section answers to the following questionnaire regarding minimum qualifications requirements (Minimum requirements can be met by combining experience, expertise, and resources of Vendor and Subcontractor(s)):

No.	Questions Regarding Minimum Qualifications Requirements	Yes	No
1.	Professional services revenue greater than \$50 million per year each of the last three years		
2.	Three or more new systems development projects of greater than \$5 million in revenue during the last three years		
3.	Three or more new systems development projects of greater than 1,000 concurrent users during the last three years and at least one implementation of 2,000 concurrent users		
4.	Three or more new systems development projects of n-tier architecture during the last three years (e.g. J2EE, .NET)		
5.	Ten or more years experience working with government entities/ Public Sector		
6.	Five or more years experience working with Court Case Management Systems		
7.	Will provide full time on-site staff to the development and implementation for the full life of the project (Assess, Design, Develop, Deploy)		
8.	Will provide proprietary rights in accordance with Section 4.16 of the General Conditions		
9.	Methodology for analysis and design is based on Object Oriented techniques and tools		
10.	Will develop the project to Capability Maturity Model (CMM) level 3		
11.	Complies with Disabled Veteran Business Enterprises (DVBE) participation requirements or demonstrate written evidence of a “good faith effort” to achieve DVBE participation (Ref. Section 3.3.3)		
12.	Neither Vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California (Ref. Section 3.2.3)		

3.2 Financial Viability and Stability

3.2.1 Background Information and Company Profile

The AOC requires the Vendor to be a reputable company of strong financial standing experienced in the Design, Development, and Implementation of best-practice-based enterprise applications. Proposer shall provide all information as described below. If Proposer is a joint venture, information about each joint venture partner must be submitted as described below.

Provide the following information for the Vendor:

- (a) Complete name and address.
- (b) Federal tax identification and/or social security number.
- (c) If incorporated, state in which incorporated.
- (d) A short narrative description of the Vendor's organization, including organization charts and indication of company officers where applicable.
- (e) Principal type of business.
- (f) Total number of years in business.
- (g) Number of years providing services similar in size and scope to those requested in this RFP.
- (h) Significant transactional events in the past five (5) years such as: Bankruptcies, Mergers, Acquisitions, and Initial Public Offerings (IPOs).
- (i) An audited profit and loss statement and balance sheet for the Vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC during the evaluation process. These financial statements must be contained in a separate volume.
- (j) Annual contract value of the Vendor's three (3) largest new custom software design and development contracts in the past three (3) years.
- (k) Percent of turnover of client service staff for each of the last three (3) years in the Vendor's organization that will be responsible for providing the services described in this RFP (e.g., Project Manager(s), Architects, Business Consultants, Technical Consultants):
 - (i) The service delivery segment, both regionally and nationally
 - (ii) The primary office location housing professionals proposed in the Vendor response
- (l) If subcontractors are proposed for this RFP, describe the Vendor's contract management process for subcontractors included in the Vendor's Proposal

and provide copies of signed formal agreements (e.g., teaming agreement or any other legally binding document), if any exist, between the Vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP in Phase One, answer the following for each subcontractor.

- (a) Subcontractor name and address.
- (b) Federal tax identification and/or social security number.
- (c) If incorporated, state in which incorporated.
- (d) A short narrative description of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- (e) Principal type of business.
- (f) Total number of years in business.
- (g) Number of years providing services similar in size and scope to those requested in this RFP.
- (h) Any previous, current and future engagements that any of the proposed subcontractors have with the California Courts, the State of California, or any federal, state or local government agencies or entities.
- (i) An audited profit and loss statement and balance sheet for the subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the State during the evaluation process. These financial statements must be contained in a separate volume.
- (j) Significant events in the past five (5) years such as: Bankruptcies, Mergers, Acquisitions, and Initial Public Offerings (IPOs).
- (k) Percent of turnover of client service staff for each of the last three (3) years in the service delivery segment, as well as the primary service office location responding to this RFP, of the subcontractor's organization that will be responsible for providing the services described in this RFP (e.g., Project Manager(s), Architects, Business Consultants, Technical Consultants).

3.2.3 Vendor Certification

Each Vendor must certify in its proposal that neither it nor any of its proposed subcontractors are currently under suspension or debarment by any state or the federal government agency, and that neither it, nor any of its proposed subcontractors are tax delinquent with the State of California. Vendors must also list all contracts with government or commercial customers that have been terminated for cause or default by any government or commercial customer during the five years preceding submission of this proposal.

The Vendor must acknowledge that if it or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if the Vendor or any of its subcontractors subsequently become delinquent in California taxes, their proposal may be disqualified.

3.2.4 Acceptance of Terms

The Vendor must include in its “Technical Proposal” a statement as to whether the Vendor accepts the General Conditions in Section IV and the form of Professional Services Agreements contained in Appendix C, or whether the Vendor takes any exception to those terms. The Vendor will be deemed to have accepted the terms of those documents, except as is expressly called out in the Vendor’s proposal. If exceptions are taken, Vendor must submit in its “Technical Proposal” a “redlined” version of the term or condition showing all modifications proposed by the Vendor. The Vendor’s willingness to accept the General Conditions and the form of Professional Services Agreement, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor’s proposal. By contrast, significant modifications to the terms or modifications to particular terms such as Intellectual Property Rights or Indemnification shall be a negative factor in the evaluation. Without prejudice to the generality of the foregoing, any exceptions must be set forth in detail, with exact proposed modifications to contract language provided. Finally, any proposed additional terms affecting liability or allocation of risk must be set forth in detail, with exact proposed contract language provided.

3.3 Experience and Qualifications

3.3.1 Prior Experience and References

The AOC requires the Vendor together with its subcontractors to have prior experience in all aspects of the services described in this RFP for clients similar to or with relevance in the size, complexity and scope of the SCOC Courts.

Describe the Vendor’s experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly).

- (a) Provide information for a minimum of three (3) and a maximum of five (5) engagements within the past three (3) years under which the Vendor designed, developed and deployed best-practice-based and custom-developed enterprise applications similar in size and scope to those required

under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly). Each of the reference systems development projects must meet or exceed the minimum requirements outlined in Section 3.1 (n-tier, \$5+ million in professional services fees, 1,000+ concurrent users, at least one implementation of 2,000+ concurrent users). The Vendor shall include the following information for each such engagement:

- (i) Client name
 - (ii) Address
 - (iii) Contact person
 - (iv) Phone number
 - (v) Time available
 - (vi) Type of work performed
 - (vii) Period work was performed
 - (viii) Subcontractor(s) utilized
 - (ix) Brief description of scope of work including end users, concurrent users
 - (x) Related project information such as Vendor hours, professional fees, project organization including client roles
 - (xi) System architecture, including general platform strategy, partitioning of tiers, etc.
 - (xii) Project and software development methodologies used
 - (xiii) Hardware platforms used, including manufacturer and model, number of servers, RAM per server, GB total disk space
 - (xiv) Systems software used including operating systems, application and web server (if applicable), database management system, EAI, other middleware applications
 - (xv) Programming languages and development tools used, including Integrated Development Environment used and Visual modeling tool (s) used (if applicable)
 - (xvi) Configuration management, change management, and defect tracking tools used
- (b) Any previous, current and future engagements that the Vendor has with relevance to:
- (i) Court Case Management Systems (include a project description if not referenced below in (c))
 - (ii) State of California
 - (iii) Federal, state or local government agencies or entities

- (c) For engagements performed for governmental agencies or entities (state, federal, or local) within the past ten years, describe all engagements under which the Vendor designed, developed and implemented best-practice-based enterprise applications similar in size and scope to those required under this RFP and in the manner required pursuant to this RFP (e.g., those that may be subcontracted versus those for which the Vendor is required to provide the services directly).
- (d) List any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past three (3) years. Explain the reasons for early terminations. In addition, provide the following information for each such engagement:
 - (i) Client name
 - (ii) Address
 - (iii) Contact person
 - (iv) Phone number

3.3.2 Subcontractors

- (a) If the Vendor intends to subcontract, describe the Vendor's experience in managing subcontractors.
- (b) If the Vendor intends to subcontract, describe the Vendor's experience with each of the proposed subcontractors.
- (c) For each proposed subcontractor, provide three (3) customer references, for services similar to those described in this RFP.
- (d) The Vendor shall include the following information for each such engagement where not included in the response to 3.2.2 (a):
 - (i) Client name
 - (ii) Address
 - (iii) Contact person
 - (iv) Alternate contact person
 - (v) Phone number
 - (vi) Time available
 - (vii) Type of work performed
 - (viii) Period work was performed
 - (ix) Subcontractor(s) utilized
 - (x) Brief description of scope of work including end users, concurrent users, architectural approach, computing platform, integrated development environment

- (xi) Related project information such as subcontractor hours, professional fees, project organization including subcontractor roles and responsibilities

3.3.3 DVBE Participation

The State of California requires contract participation goals of three percent (3%) for disabled veteran business enterprises (DVBEs). Therefore, a Vendor's response should demonstrate DVBE compliance with this goal; if a Vendor cannot meet this goal, the Vendor must demonstrate written evidence of a "good faith effort" to achieve DVBE participation. Completing the DVBE form included in Attachment D to the extent feasible is mandatory to be responsive to this solicitation's requirements if the Vendor cannot meet the DVBE subcontracting goal. If there are any questions regarding the form, the Vendor should contact the Business Services Manager, Grant Walker, at 415-865-7978. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940.

3.4 Technical Approach and Methodology

3.4.1 Work Plan & Methods

Proposer shall provide a detailed project plan in Microsoft Project format for Phase One of the project that describes how the proposer intends to assess and analyze the SCOC's current case management system, and how it intends to develop a detailed project plan and cost estimates for Phase Two. Timelines, resources, milestones and deliverables as described in Section 1.3.3 should be covered in the detailed project plan. Specifically, Proposers shall provide the following information regarding methodologies, work products and artifacts:

- (a) Description of Project and Engagement Management methodologies proposed for both Phase One and Phase Two of this engagement.
- (b) Description of Requirements Gathering methodology proposed for both Phase One and Phase Two of this engagement.
- (c) Description of Applications Development methodology proposed for Phase Two of this engagement.
- (d) Description of proposed project organization structure, including identification of key personnel, roles and responsibilities, for Phase One of this engagement.
- (e) Representative examples of the following work products and artifacts (or equivalent) from a previous comparable project:
 - (i) Project Vision
 - (ii) Business Model (As-Is and To-Be)

- (iii) Project Glossary
- (iv) High Level Requirement documents.
- (v) Use Case documents
- (vi) Supplementary Requirements documents
- (vii) Detailed Technical Specification documents.
- (viii) Analysis Model
- (ix) Design Model
- (x) Software Architecture Document
- (xi) Logical Data Model
- (xii) Physical Data Model
- (xiii) Integration Build plan
- (xiv) Implementation Model
- (xv) Data migration strategy
- (xvi) Test strategy, plans and cases
- (xvii) Training and end-user support material
- (xviii) User Acceptance plans and scripts
- (xix) User's guide
- (xx) Training Material
- (xxi) Technical guide
- (xxii) On-line Help guide
- (xxiii) Systems and operations guide
- (xxiv) Deployment strategy and plan
- (xxv) Change Control Strategy and Plan

3.4.2 Vendor Key Personnel

Identify the personnel proposed for Phase One of the project as outlined in Section 3.4.1, providing names, qualifications, experiences, certifications, degrees, references, and proposed roles. Reflect these resource commitments in the work plan outlined in Section 3.4.1. Proposer should disclose any substantial time commitments in connection with other projects for key personnel that have been proposed.

3.4.3 Proposed Court Staff & Coordination Model

Identify Court resources, skill sets, roles and responsibilities required for the project. Reflect these resource commitments in the work plan outlined in Section 3.4.1. Please document your assumptions.

3.4.4 Acceptance of Terms

The Vendor must include in its "Technical Proposal" a statement as to whether the Vendor accepts the General Conditions in Section IV and the form of Professional Services Agreement contained

in Appendix C, or whether the Vendor takes any exception to those terms. The Vendor will be deemed to have accepted the terms of those documents, except as is expressly called out in the Vendor's proposal. If exceptions are taken, Vendor must submit in its "Technical Proposal" a "redlined" version of the term or condition showing all modifications proposed by the Vendor. The Vendor's willingness to accept the General Conditions and the form of Professional Services Agreement, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor's proposal. By contrast, significant modifications to the terms or modifications to particular terms such as Intellectual Property Rights, Indemnification, Limitation of Liability, shall be a negative factor in the evaluation. Without prejudice to the generality of the foregoing, any exceptions to Section 4.10 (and any of its subsections), Section 4.16, and 4.18 (and any of its subsections), and Section 4.20 (and any of its subsection) must be set forth in detail, with exact proposed modifications to contract language provided. As discussed in licenses, and other arrangements regarding ownership of intellectual property rights will be considered but must be set forth in detail, with exact proposed contract language provided.

Finally, any proposed additional terms affecting liability or allocation of risk must be set forth in detail, with exact proposed contract language provided.

3.5 Phase One Cost Proposal Format and Content

3.5.1 Phase One

The AOC intends to award contracts to one or more Vendors for Phase One Assessment work.

Cost Proposals are to be provided in a separately sealed envelope marked with the Proposers name, contact title and Cost Proposal.

Vendor will provide a fixed price for Phase One Assessment outlined in Section 1.3.2 / 1.3.3 (e.g. \$150K). The Vendor will also provide a table with professional services rates by role/level applicable to Phase One and Phase Two, and any annual price escalation.

Vendors are required to complete the Pricing Page Form included in Appendix D. As described in Section 1.3.2, the Vendors will provide a fixed price bid for Phase One along with Professional Services Rates by resource level. All pricing shall include California sales/use tax, all anticipated travel, lodging, transportation and relocation and all other expenses incidental to the performance of the requirements. Hourly rates as quoted shall remain in effect for the duration of Phase One and Phase Two, if awarded.

3.5.2 Proposed Court Infrastructure Requirements

Identify on a separate page in the Cost Proposal any infrastructure (office space, telephones, computer hardware/software) required to be provided by the Court for Phase One. Please document your assumptions.

Additionally, the AOC would like to have an option of having the Vendor provide the infrastructure as listed above. Please provide a single price for all infrastructure requirements for Phase One only. Please document your assumptions.

3.6 Phase Two Cost Proposal Format and Content

The Awarded Vendors for Phase One shall submit their completed Phase One Deliverables and any updates to their Phase One proposal as their Phase Two proposal submission. The Phase One Deliverables shall at minimum conform to the requirements specified in Section 1.3.3, and shall include a detailed scope of work, project schedule and cost proposal for Phase Two Services. The AOC reserves the right to designate more detailed components of the Phase Two proposal submission prior to the completion of Phase One Services. The AOC will designate the deadline for submission of the Phase Two proposals prior to the completion of Phase One Services. Proposals will be valid for six (6) months following Phase 2 proposal closing date.

SECTION IV

REQUEST FOR PROPOSALS

FOR

CASE MANAGEMENT SYSTEMS SOFTWARE

IV. GENERAL CONDITIONS

These General Conditions shall apply to any contract that is awarded pursuant to this RFP. Sections 4.8, Liquidated Damages (Phase Two); 4.10, Performance Bond (Phase Two); 4.11, Acceptance (Phase Two); and 4.12, Warranty (Phase Two) only apply to the Phase Two contract.

4.1 Definitions

“Agreement” means the agreement entered into between the AOC and the successful proposer, substantially in the form of the Agreement for Professional Services included as Appendix C to the RFP.

“AOC” shall mean the Judicial Council of California, Administrative Office of the Courts.

“AOC or SCOC Works” shall have the meaning set forth in Section 4.16.1.

“Contractor” refers to the successful proposer or proposers who are awarded a contract for Phase One or Phase Two of the Scope of Services described in Section 1.3.3.

“Contractor Works” shall have the meaning set forth in Section 4.16.2.

“Court Information” shall have the meaning set forth in Section 4.17.1.

“Days” shall refer to calendar days, unless otherwise specified.

“Developed Works” means Works created, made, developed, conceived or reduced to practice, in whole or in part, by or on behalf of the Contractor, the Contractor’s agents or any combination of the Contractor, the Contractor’s agents, and the Courts, during the term of this Agreement that relate to the subject matter of, or arise out of, the Services.

“Effective Date” shall have the meaning set forth in Section 4.4.2.

“Facilities” shall have the meaning set forth in Section 4.14.3.

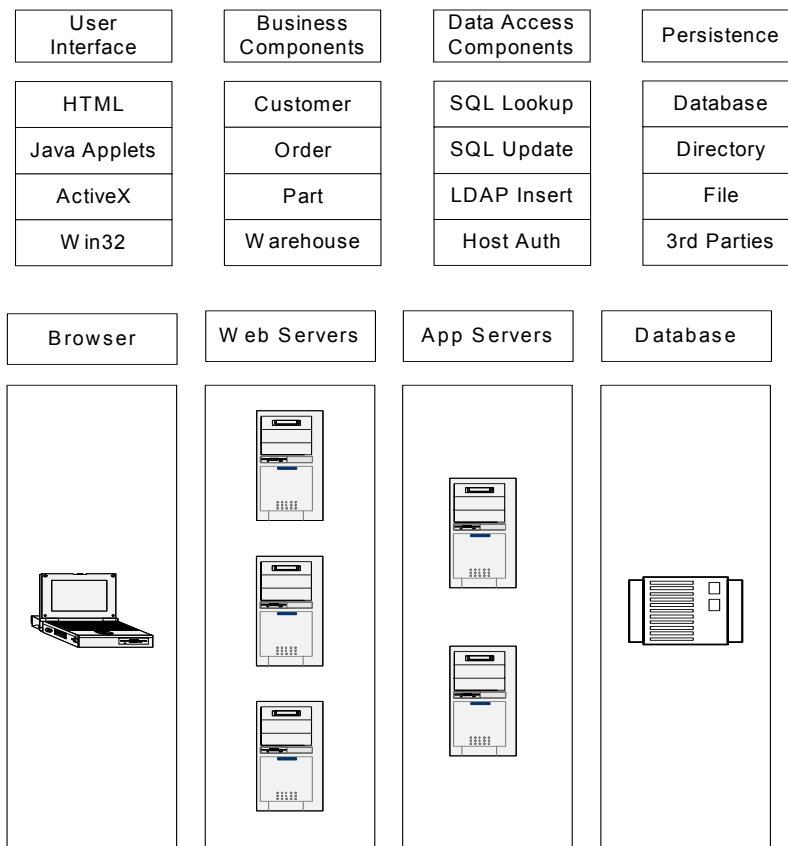
“Functional Requirements” are defined to be a component that meets one or more business requirements directly (e.g., docket coding, calendaring, exhibit management).

“Intellectual Property Rights” means any and all patents, copyrights (including without limitation any renewal terms), trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights.

“**Non-functional Requirements**” are defined to be a component that indirectly meets business requirements (e.g., workflow, imaging, security). A non-functional requirement is a quality of service requirement or constraint that an IT system must satisfy.

“**N-Tier System**” is defined to be a system that is partitioned into at least three tiers (presentation, business logic, persistence), each of which can be scaled, operated or updated independently. Additionally, for purposes of this RFP, an n-tier system must provide the user interface through web services and a web browser on the desktop. For purposes of clarity, this is illustrated below in Figure 2.

Figure 2: Definition of n-tier



“**Required Consents**” shall have the meaning set forth in Section 4.15.

“**RFP**” means the Request for Proposals for Case Management Systems Software, issued October 24, 2002, as may be subsequently amended by written addendum duly issued by the AOC, which will be attached as an exhibit to the Agreement.

“**SCOC**” refers to the Southern California Oversight Committee, consisting of a committee of representatives from the Superior Courts of Los Angeles, Orange, San Diego and Ventura Counties, and the AOC, charged with the responsibility to oversee the development of a regional case management system for the southern California region, and for the evaluation and approval of any new CMS projects in that region.

“**SCOC Courts**” refers to any of the member courts to the SCOC.

“**Services**” shall have the meaning set forth in Section 4.7.1.

“**State**” shall mean the AOC and state, local and other government entities where applicable.

“**Term**” shall have the meaning set forth in Section 4.4.

“**Third Party Works**” shall have the meaning set forth in Section 4.16.3.

“**Works**” means any and all inventions (whether or not patentable), discoveries, literary works and other works of authorship, mask works, designations, designs, know-how, ideas and information.

4.2 No Exclusivity

The AOC reserves the right to purchase additional or similar services described in this RFP from a third party if it is deemed to be in the AOC’s best interest. Accordingly, nothing in this RFP or any resulting contract shall be considered an exclusive services arrangement with the selected Vendor, unless specified as such in a resulting contract. The AOC will have the right, at its sole discretion at any time, to perform itself or to contract with third parties to perform any part of the Services.

4.3 News Releases

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

4.4 Term Of Contract

4.4.1 Term. The term of the Agreement will be as specified in the Agreement (“Term”), subject to the availability of funds, unless earlier terminated in accordance with the termination provisions contained in Section 4.27, below.

4.4.2 Effective Date. The Agreement will be effective upon signing by the Contractor and the AOC (“Effective Date”).

4.5 Schedule and Time of Completion

No work shall begin prior to the AOC’s issuance of a Notice to Proceed. All deliverables shall be completed and delivered to the AOC, in accordance with the schedule as accepted by the AOC included as an exhibit to the Agreement. In the event that Contractor incurs delays in completing the services within the aforementioned time frame, Contractor will request an extension of time in accordance with Section 4.20.

4.6 Compensation

The maximum amount payable to Contractor under the Agreement will not exceed that amount stated in the Pricing Schedule accepted by the AOC and attached as an exhibit to the Agreement, payable solely from funds appropriated for the purpose of the Agreement. This amount may be changed during the term of the Agreement only by written amendment to the Agreement.

4.7 Services

4.7.1 Scope of Services. The Contractor will perform the services, functions and responsibilities and furnish all deliverables described in the Statement of Work (“SOW”) as accepted by the AOC, and attached as an exhibit to the Agreement, as they may evolve during the Term and as they may be supplemented, enhanced, modified or replaced (collectively, the “Services”) in writing by amendment to the Agreement.

4.7.2 Performance of Services.

(a) In the performance of its work, Contractor represents that it has, and shall exercise throughout its performance under this Contract, that degree of professional care, skill, efficiency and judgment ordinarily employed by other contractors with special expertise in the design, development and deployment of complex information technology enterprise applications.

(b) The Contractor will cooperate with the SCOC, AOC, SCOC Courts, and with third parties retained by the SCOC or AOC, which cooperation will include (i) providing access to the facilities being used by the Contractor to provide the Services as necessary for the AOC, SCOC, SCOC Courts or a third party to perform its work; (ii) providing

access to the equipment and software used to perform the Services to the extent permitted under any underlying agreements with third parties; and (iii) providing such information regarding the operating environment, system constraints and other operating parameters as a person with reasonable commercial skills and expertise would find reasonably necessary for the SCOC, SCOC Courts, AOC or a third party to perform its work.

(c) The Contractor will become familiar with all of the technologies which are identified and employed by the SCOC, SCOC Courts, or AOC as of the Effective Date, and will be proactive in identifying opportunities to implement new technologies that will improve service and support at a reduced cost.

(d) In performing the Services under the Agreement, the Contractor will conform to any specific safety and security requirements contained in the Agreement or as required by law or regulation. The Contractor will take any additional precautions as the AOC may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, will be grounds for termination of the Agreement in accordance with the termination for cause provisions of the Agreement.

4.8 Liquidated Damages

4.8.1 Time of performance is of the essence in the Agreement.

4.8.2 In the event the Contractor fails to complete Phase Two Services in accordance with the schedule as accepted by the AOC and attached as an exhibit to the Agreement, the Contractor agrees that the delay will interfere with the proper implementation of the AOC's programs, to the loss and damage of the AOC, the SCOC, and the SCOC Courts. From the nature of the situation, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The Contractor agrees that in the event of any such delay, the amount of the damage which will be sustained from a delay will be the amount of \$_____ per calendar day of delay beyond the completion date specified in the schedule, and the Contractor agrees that in the event of any such delay, the Contractor will pay such amounts as liquidated damages and not as a penalty. Amounts due the AOC as liquidated damages may be deducted by the AOC from any money payable to the Contractor. Liquidated damages will not apply to delays caused by a Force Majeure Event as defined in Section 4.28.

4.9 Stop Work

4.9.1 The AOC may, at any time, by written stop work order to the Contractor, require the Contractor to stop all, or any part, of the work called for by the Agreement for a period of up to ninety (90) days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to end the incurrence of the costs allocable to the work covered by the stop work order during the

period of work stoppage. Within a period of up to ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the AOC shall either:

- (a) Cancel the stop work order; or
- (b) Terminate the work covered by the stop work order as provided for in the Termination provisions of the Agreement.

4.9.2 If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The AOC shall make an equitable adjustment in the delivery schedule, the Agreement price, 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 the Contractor's cost properly allocable, to the performance of any part of the Agreement; and

(b) The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided, that if the AOC decides the facts justify the action, the AOC may receive and act upon a proposal submitted at any time before final payment under the Agreement.

4.9.3 If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled Termination for Convenience, the AOC will allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

4.10 Performance Bond (Phase Two)

The Vendor who is awarded Phase Two, Design, Develop and Deploy, of the project shall provide a Performance Bond in an amount not less than One Hundred percent (100%) of the total price of the Phase Two work, at the time of execution of the Phase Two contract. The Performance Bond shall guarantee the Contractor's faithful performance of the Agreement in compliance with all terms, conditions, and requirements specified in the Agreement. The Performance Bond shall remain in full force and effect for a period of Two (2) years from the date of acceptance of the Phase Two work. The contract bond shall be in a form acceptable to the AOC and executed as surety by a corporation or corporations admitted and authorized to issue surety bonds in the State of California. All alterations, extensions of time, extra and additional work, and other changes authorized by the AOC may be made without securing the consent of the surety or sureties. Full compensation for furnishing the Performance Bond shall be deemed included in the Pricing Schedule and no separate payment will be made for the bond.

In the AOC's sole discretion, the AOC may allow Contractor to provide an irrevocable standby letter of credit in a form and with a bank satisfactory to the AOC as security for Contractor's performance.

4.11 Acceptance (Phase Two)

4.11.1 Acceptance testing is required for all Contractor-supplied technology, software, services and other deliverables supplied under Phase Two of the Agreement, including all software or other deliverables developed or initially installed, improved versions of any software, any software which has been altered by the Contractor to satisfy the AOC requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Agreement provides otherwise. The specific procedures for the accomplishment of such tests will be contained in an exhibit attached to the Agreement.

4.11.2 If successful completion of the acceptance test is not attained within the time frame as specified in the schedule included as an exhibit to the Agreement, the AOC will have the option to request substitute software, cancel that portion of the Agreement which relates to the unaccepted software, or continue the acceptance tests.

4.11.3 Unless otherwise provided in the Statement of Work, software will not be accepted by the AOC and no charges associated with such software will be paid by the AOC until the software has fully and satisfactorily completed the acceptance tests.

4.12 Warranty (Phase Two)

4.12.1 Warranty of Fitness and Guarantee

The Contractor guarantees and warrants that for two (2) years after final acceptance, the Phase Two work, including but not limited to, all materials, equipment, and software and other items required for the case management system (a) shall meet the requirements of the Agreement, including the accuracy and dependability rates set forth in the Agreement, (b) shall be free of defects in design, material and workmanship, (c) shall be fit for the purpose intended, and (d) shall be new at the time furnished, subject to normal wear and tear. If corrective work is performed by the Contractor under this guarantee and warranty, the guarantee and warranty shall also apply to discrepancies and defects in the corrected work that are discovered after the corrected work is accepted within the warranty term.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to this Agreement, the AOC does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

4.12.2 Warranty of Fitness and Guarantee

The Contractor guarantees and warrants that for two (2) years after final acceptance, the Phase Two work, including but not limited to, all materials, equipment, and software and other items required for the case management system (a) shall meet the requirements of the Agreement, including the accuracy and dependability rates set forth in the Agreement, (b) shall be free of defects in design, material and workmanship, (c) shall be fit for the purpose intended, and (d) shall be new at the time furnished, subject to normal wear and tear. If corrective work is performed by the Contractor under this guarantee and warranty, the guarantee and warranty shall also apply to discrepancies and defects in the corrected work that are discovered after the corrected work is accepted within the warranty term.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to this Agreement, the AOC does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

4.12.3 Warranty Procedures

The guarantee and warranty of fitness set forth in Section 4.12.2 shall be extended for any period that work done or items that are furnished cannot be used for the purpose intended as a result of discrepancies or defects. This guarantee and warranty shall apply whether or not designs, data or information have been reviewed or approved by the AOC, but shall not apply to normal wear and tear or to damage caused by the procured item(s) being subjected to conditions substantially more severe than those described in the Agreement. The AOC shall, in its sole discretion, make all determinations as to wear and tear, and exposure to severe conditions.

The AOC will notify the Contractor in writing, or by telephone or fax confirmed in writing, after discovery of a discrepancy or defect covered by this guarantee and warranty. As soon as practicable, and in any event within ten (10) days after telephone or fax notice, the Contractor shall propose a recommended method of correcting the discrepancy or defect which meets all requirements of the Agreement and involves the least loss of operating time. The AOC, in its sole discretion, may select Contractor's recommended method meeting such criteria or any other method of correcting the discrepancy or defect, and the Contractor shall correct the discrepancy or defect using the method selected by the AOC. Provided that the Contractor has recommended a method of correcting the discrepancy or defect that complies with these contract documents, the AOC will reimburse the Contractor for any difference in cost to the Contractor (as determined by the AOC in its reasonable judgment) between the selected method and the proposed method.

In circumstances in which the AOC determines that it would be inefficient to impractical for the Contractor to perform the corrective work, or in which the AOC determines

that the Contractor is not or might not perform the corrective work in the manner or within the time required, or by the time constraints of the situation, the AOC reserves the right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. Such corrective work by the AOC or another firm or entity shall be at Contractor's expense, provided that Contractor is kept informed as to the details and costs of any such corrective work. Any other party performing such corrective work shall warrant the corrective work performed to the Contractor under the terms of this section; the Contractor's warranties to the AOC shall remain in full force and effect.

Unless otherwise required by the AOC, the Contractor shall perform the corrective work required to satisfy this guarantee and warranty as rapidly as practicable.

4.12.4 Title Warranty

Contractor warrants that it owns or will own, and has or will have, good marketable title to all goods, materials, equipment, tools, supplies, software, hardware, systems or equipment furnished or to be furnished, by it and its subcontractors that become part of the Phase Two work, and are free and clear of all encumbrances, liens, and other rights and interests of third parties and that neither the system nor any component thereof shall infringe upon or violate any patent, copyright, trade secret, or proprietary right of any other party.

The Contractor warrants that the title conveyed under the terms of this Agreement shall be good and that all goods, materials, equipment, tools, supplies, systems or equipment shall be delivered to the project site free from all security interests or other liens or encumbrances. Contractor also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools, supplies, systems or equipment.

4.12.5 Defective Materials

All materials not conforming to the requirements of the Agreement will be rejected, whether shipped or not. They shall be removed immediately from the site of the work unless otherwise permitted by the AOC Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by the AOC Project Manager. Upon failure of the Contractor to comply promptly with any order of the AOC Project Manager made under the provisions of this section, the AOC Project Manager may cause the removal and replacement of rejected material and deduct the cost thereof from any monies due or to become due the Contractor. Contractor shall not operate upon or modify assemblies or subcomponent to the extent that Original Equipment Manufacturer (OEM) warranties or guarantees would be voided.

4.13 Regulatory Compliance

4.13.1 The Contractor will be responsible for obtaining and keeping current all necessary licenses, approvals, permits and authorizations required by applicable law for it to

perform the Services. The Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations.

4.13.2 The Contractor will, with the AOC's approval, conform the Services to any changes in applicable law or regulation.

4.14 Facilities, Equipment, Software

4.14.1 Except where the Agreement specifically provides otherwise the Contractor is responsible for providing any and all resources (including personnel, facilities, equipment, and software) necessary and appropriate for delivery of the Services and to meet the Contractor's obligations under the Agreement.

4.14.2 If the SCOC, SCOC Courts or AOC provide resources for use by the Contractor (which may include facilities, equipment, software licenses and third party service contracts), such resources will be provided on an "as is, where is" basis, and the SCOC, SCOC Courts or AOC will not be required to give the Contractor any representations or warranties regarding such resources.

4.14.3 With regard to the space, furnishings and fixtures provided by the SCOC, SCOC Courts or AOC ("Facilities"), if any, the Contractor will comply with, maintain and enforce at all times, at the Facilities where the Services are provided, safety and physical security policies and procedures that are in effect and may be amended from time to time and that are at least equal to the highest of the following: (1) industry standards for locations similar to the Contractor's locations; and (2) any higher standard otherwise agreed by the AOC and the Contractor.

4.14.4 The Contractor will use the Facilities or other resources for the sole purpose of providing the Services and will use the Facilities and other resources in an efficient manner. The Contractor will be responsible for damages to and fines for the Facilities caused by the Contractor, its agents, subcontractors, employees or invitees. The Contractor will permit the SCOC, SCOC Courts or AOC and their agents and representatives to enter into those portions of the Facilities occupied by the Contractor staff at any time. When the Facilities or other resources are no longer required for performance of the Services, the Contractor will return the Facilities or other resources to the SCOC, SCOC Courts or AOC, as appropriate in substantially the same condition as when the Contractor began use of the Facilities or other resources, subject to reasonable wear and tear.

4.15 Required Consents

The Contractor will obtain and maintain all consents required to implement any transfer of assets or grant of rights described in the Agreement, including with respect to equipment, software or third party services contracts ("Required Consents") and the AOC will cooperate as

commercially reasonable with the Contractor in obtaining and maintaining the Required Consents.

4.16 Proprietary Rights

4.16.1 AOC's and SCOC Courts' Works. As between the Contractor (on the one hand) and the AOC and the SCOC Courts (on the other hand), the AOC and the SCOC Courts will be the sole and exclusive owner of all Works, as defined in Section 4.1, owned by them as of the Effective Date of the Agreement, including all Intellectual Property Rights, as defined in Section 4.1, in such Works and all modifications, enhancements and derivative works thereof ("AOC or SCOC Courts Works"). As of the Effective Date, the Contractor will be granted a limited, non-exclusive license during the Term to use, access, copy, maintain, modify, enhance and create derivative works of AOC or SCOC Courts Works solely as necessary for and for the sole purpose of providing the Services. The Contractor may not use AOC or SCOC Courts Works for any other purpose, and may not sublicense any rights with respect to such Works. The Contractor will cease use of such Works upon expiration or termination of the Agreement.

4.16.2 Contractor Works.

(a) As between the Contractor and the AOC, the Contractor will be the sole and exclusive owner of all Works, as defined in Section 4.1, owned by it as of the Effective Date of the Agreement including all Intellectual Property Rights, as defined in Section 4.1, in such Works and all modifications, enhancements and derivative works thereof ("Contractor Works").

(b) The AOC will have the right to approve the introduction of any Contractor Works prior to the Contractor's use of such Works to provide the Services.

(c) Upon introduction of any Contractor Works in providing the Services, the Contractor grants to the AOC and the SCOC Courts and their subcontractors rights of access to, and use of, such Contractor Works during the Term as reasonably necessary or helpful for the conduct of the AOC's and the SCOC Courts' business. At the expiration or upon any whole or partial termination of the Agreement, the Contractor will provide the AOC, without additional charge, (a) a perpetual, irrevocable, fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative works of such Works (including, with respect to software, source code, and programmer interfaces) and to sublicense such rights to other entities; and (b) with respect to Contractor Works that are software, copies of machine-readable and human-readable source code and technical documentation for such software.

4.16.3 Third Party Works.

(a) The AOC will have the right to approve the introduction of any Third Party Works prior to the Contractor's use of such Third Party Works to provide the Services.

(b) Prior to introducing any Third Party Works in providing the Services, the Contractor will (i) obtain the right to grant the AOC, without additional charge and (ii) upon the expiration or any whole or partial termination of the Agreement, a perpetual, irrevocable, fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative works of such Works and to sublicense such rights to other entities.

4.16.4 Rights in Developed Works. The parties agree that all Developed Works, as defined in Section 4.1, constitute "works made for hire," as that term is defined in the United States copyright law; and to the extent that any Developed Works do not constitute "works made for hire," the Contractor hereby irrevocably assigns all right, title, and interest, including without limitation any and all Intellectual Property Rights, in and to the Developed Works to the AOC. Accordingly, the AOC shall be entitled to access to and copies of any source code and any technical or user documentation relating to the Developed Works at all times, including during the progress of the work and upon completion of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of work shall be immediately delivered to the AOC. The AOC may seek registration of its rights in and to the Developed Works, including without limitation copyright, trademark, service mark, and patent applications, in their own names, though they will not be obligated to do so.

The Contractor further agrees to execute any documents or take any other actions as may be reasonably necessary, or as the AOC may request, to perfect the AOC's or its designee's ownership of any such Developed Works, including without limitation any and all Intellectual Property Rights, in and to the Developed Works. The Contractor further agrees that if the AOC is unable, for any reason, to secure the Contractor's signature required to perfect such ownership, the Contractor hereby irrevocably designates the AOC and appoints the AOC, and its duly authorized officers and agents, as its attorney-in-fact, coupled with an interest, to act for and in its behalf and stead to execute and file any such documents required to perfect the AOC's ownership interest in the Developed Works.

4.17 Ownership Of Court Information; Confidentiality

4.17.1 Court Information

(a) All data and information (i) submitted or made available to the Contractor or the Contractor's agents or subcontractors by or on behalf of the SCOC, SCOC Courts or AOC; or (ii) obtained, developed or produced by the Contractor or the Contractor's subcontractors or agents in connection with the Agreement, including all information relating to the SCOC, SCOC Courts or AOC, or their respective contractors, agents, employees, technology,

operations, facilities, markets, products, capacities, systems, procedures, security practices, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information (“Court Information”) is confidential and will remain the property of the SCOC, SCOC Courts or AOC, or their respective contractors or agents, as applicable. The SCOC, SCOC Courts or AOC will have all right, title and interest, including worldwide ownership of trade secret rights, copyright and patents, in and to the Court Information and all copies made from it. Without the AOC’s prior written approval in each instance (in its sole discretion), the Court Information will not be (1) used by the Contractor or the Contractor’s agents other than in connection with providing the Services, (2) disclosed, sold, assigned, leased or otherwise provided to third parties by the Contractor or the Contractor’s agents, or (3) commercially exploited by or on behalf of the Contractor or the Contractor’s agents. The Contractor and the Contractor’s agents will irrevocably assign, transfer and convey to the AOC without further consideration all of its right, title and interest in and to the Court Information, including all rights of patent, copyright, trade secret or other proprietary rights in and to such materials.

(b) From time to time and upon the AOC’s request, Court Information, including copies thereof, will be returned to the AOC in a form acceptable to the AOC, or if the AOC so elects, will be destroyed.

(c) The Contractor will establish and maintain safeguards against the unauthorized disclosure, access, destruction, loss or alteration of Court Information in the possession or control of the Contractor or its subcontractors or agents, which are no less rigorous than the most rigorous practices of the SCOC, SCOC Courts or AOC or the Contractor as of the Effective Date. The Contractor personnel and subcontractors will not attempt to access, and will not allow access to Court Information that is not required for the performance of the Services by such personnel.

(d) All technical communications and records originated or prepared by the Contractor pursuant to the Agreement including papers, reports, charts, computer programs and other documentation, but not including the Contractor’s administrative communications and records relating to the Agreement will be delivered to and become Court Information subject to this Section 4.17.

(e) Limitation on Publication. The Contractor shall not publish or submit for publication any article or other writing relating to this Agreement or the licenses or services provided by Contractor hereunder, or otherwise make reference to the existence or terms of this Agreement, without prior written permission of the Court.

(f) Exclusions. Notwithstanding anything in this section to the contrary, however, Court Information does not include: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the Contractor or the SCOC, SCOC Courts or AOC, (b) information that was in the lawful

possession of the Contractor's without a confidentiality obligation, prior to the disclosure, (c) information that was independently developed by the Contractor outside the scope of this Agreement, and (d) information that was disclosed to the Contractor by a third party who was in lawful possession of the information without a confidentiality obligation.

(g) Breach of Confidentiality. Contractor acknowledges that, due to the unique nature of the Court Information, there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm to the AOC and therefore, that upon any material breach of the confidentiality obligations in this section, the AOC shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

4.18 Ownership of Work

All reports, designs, drawings, plans, specifications, analyses, charts, tables, work papers, drafts, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of the AOC. The AOC shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AOC. If any materials are lost, damaged or destroyed before final delivery to the AOC, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights of copyright to materials prepared under this Agreement are hereby assigned to the AOC. Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

4.19 Contract Administration

4.19.1 Project Manager

(a) The Contractor will appoint a Project Manager prior to the signing of the Agreement. The Contractor's Project Manager will be assigned full time throughout the Term of the Agreement and will have the authority to act for and bind the Contractor and its subcontractors in connection with all aspects of the Agreement. The Contractor's Project Manager will (i) operate as the main interface among the Contractor and the AOC regarding the Services, (ii) ensure that the Contractor personnel coordinate and interface with appropriate AOC personnel in a manner satisfactory to the AOC, and (iii) assist with resolving any problems; and (iv) be promptly available upon AOC's reasonable request or as otherwise required to perform the Services and will prioritize all AOC requests over any other responsibilities.

(b) The AOC will appoint an individual to serve as the AOC Project Manager to communicate directly with the Contractor's Project Manager. The AOC Project Manager will (i) be responsible for the ongoing management of the Agreement; (ii) serve as the AOC's main interface with the Contractor regarding the Services; (iii) facilitate the participation of the SCOC Courts, through their designated representatives, in providing review and direction to the Contractor regarding the Services; and (iv) assist with resolving any problems.

4.19.2 Contractor Personnel.

(a) The AOC may designate a percentage of the Contractor's project staff as Key Personnel. Key Personnel will be dedicated to providing the Services to the AOC on an essentially full-time basis. The AOC reserves the right to interview and approve proposed Key Personnel prior to their assignment to the AOC's account. The Contractor's Project Manager will be one of the Key Personnel. The Contractor will obtain the AOC's approval prior to changing or reassigning any Key Personnel and will not change its Project Manager without the AOC's consent.

(b) The AOC reserves the right to disapprove the continuing assignment of the Contractor's key personnel due to unsatisfactory performance in the AOC's opinion. If the AOC exercises this right and the Contractor cannot immediately replace the disapproved personnel, the Contractor agrees to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.

(c) The Contractor agrees to make every effort consistent with sound business practices to honor the specific request of the AOC with regard to assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.

(d) The AOC shall have the right, but not the obligation, to conduct a background check, as permitted by law, on all persons granted access to State's premises or systems. The Contractor will cooperate with the AOC in performing such background check, and will promptly notify the AOC of any such person refusing to undergo such background check, and will reassign such person to another area reasonably satisfactory to the AOC. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the AOC.

(e) Performance of the work commencing upon the Effective Date and continuing throughout the term of this Agreement is a material obligation of the Contractor hereunder. Without limiting the Contractor's obligations under any other provision of this Agreement, the Contractor shall assign sufficient personnel to perform the Services under this Agreement in a timely and efficient manner.

(f) The Contractor shall require all of its employees, agents and subcontractors to comply with: (i) the terms of this Agreement; and (ii) the employment and security policies and procedures that the AOC generally requires of its contractors that have access to Court Information (as defined in Section 4.17).

4.19.3 Contractor Use of Subcontractors.

(a) The Contractor shall give its personal attention to the fulfillment of the Agreement and shall keep the work under its control. Contractor will be held responsible for subcontracted work which shall be subject to the provisions of the Agreement. Contractor shall be solely responsible for reimbursing any subcontractors and the AOC shall have no obligation to them.

(b) The Contractor shall not subcontract or delegate any of its material obligations under the Agreement except as approved by the AOC in writing in its sole discretion. The AOC may withdraw its approval of a subcontractor if the AOC determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the AOC rejects any proposed subcontractor in writing, the Contractor will assume the proposed subcontractor's responsibilities. The Contractor may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the Agreement.

(c) For any approved subcontractors, the Contractor will enter into written subcontracts and include in its subcontracts flow-down provisions equivalent to those provisions of the Agreement relating to the Facilities; intellectual property rights; audit rights; confidentiality; representations, warranties and covenants relating to work standards; and such other provisions as are expressly identified as applicable to subcontractors and suppliers. These subcontracts will further specify that the AOC and each of the SCOC Courts are each express, intended third-party beneficiaries of the subcontracts. Nothing contained in the Agreement will create or be construed as creating any contractual relationship binding the AOC or any of the SCOC Courts to any term, condition, or obligation to any subcontractor.

4.19.4 Change Control. The AOC will have the right to approve in advance any change, action or decision of the Contractor with respect to the provision of Services to the AOC that may have a material or adverse effect on the Services, require the AOC to change the way it conducts its operations, or increase charges or costs to the AOC. The AOC will have the right to set priorities in scheduling work. All changes will be subject to the procedures outlined in Section 4.20, as appropriate. Any dispute relating to the Contractor's inability or unwillingness to make a change shall be resolved in accordance with the Dispute Resolution procedures.

4.19.5 Reports and Meetings.

(a) The Contractor will provide the AOC with such reports, documentation and other information as may be reasonably requested by the AOC from time to time, and the AOC will have open access to the data underlying such reports, in order to confirm

the Contractor's compliance with the terms of the Agreement in all respects and to verify the accuracy of the reports specified above.

(b) The AOC and the Contractor will establish a schedule of regular management meetings.

4.19.6 Accounting System. The Contractor shall maintain an adequate system of accounting and internal controls.

4.20 Changes

4.20.1 Effect of Extensions of Time. Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from this guarantee.

4.20.2 Changes by Contractor.

(a) If the Contractor, on account of conditions developing during the performance of the contract finds it impracticable to comply with the terms of this Agreement and applies in writing for a modification of requirements, such change may be authorized only in writing by the AOC Project Manager, if not detrimental to the SCOC Courts, through a written amendment to the Agreement. Any changes to the work made without a written Amendment will be considered unauthorized work and will not be paid for.

(b) The Contractor shall provide the AOC Project Manager with a written request for an Amendment not later than 30 days following the occurrence of the event(s), on which its possible entitlement to an Amendment is based unless the AOC Project Manager agrees in writing to an extension.

(c) The request for an Amendment shall set forth the applicable references in the Agreement supporting entitlement; the factual reasons for which the Contractor believes additional compensation or a schedule extension will or may be due under the referenced provisions of the Agreement; the nature of the costs or schedule extension involved; and insofar as possible, the amount the costs or schedule extension; and the efforts to be taken to prevent or minimize the costs or extension.

(d) All requests for Amendments presented by the Contractor shall be in sufficient detail to enable the AOC Project Manager to ascertain the basis and amount of said potential change. The Contractor shall furnish, within 10 days of the AOC Project Manager's written request, such further information and details, including but not limited to books of account, records and other documents of the Contractor and its subcontractors, as may be required by the AOC Project Manager to determine the facts or contentions involved in the Contractor's request for a Change Order. Failure to present such information within the required

time will be sufficient cause for rejecting any request for an Amendment after the AOC Project Manager's request for further information, unless such time is extended in writing by the AOC Project Manager.

(e) The Contractor may amend any request for an Amendment within 5 days after the date of submission of the original request. Any Amendments presented after that time shall be considered only at the option of AOC and shall not, without the written consent of AOC, extend the Contractor's time to act.

(f) The Contractor shall, as required by AOC, meet and confer with the AOC Project Manager or any other representative of the AOC or the SCOC Courts involved in evaluating the Contractor's request for an Amendment. Following such discussion(s), the AOC will either issue an Amendment for Contractor's signature, or issue a written denial of Contractor's request for an Amendment. In such case, the Contractor and the AOC shall attempt to resolve the dispute under Section 4.29.

(g) Notwithstanding any request for an Amendment, the Contractor's duty to complete the Services in accordance with the provisions of the Agreement shall not be postponed or abated.

4.20.3 Changes by the AOC

(a) The AOC reserves the right to make such alterations, deviations, additions to or omissions from the Agreement, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the AOC to be necessary or advisable, and to require such extra work as may be determined by the AOC to be required for the proper completion of the whole work contemplated.

(b) Any changes will be set forth in a contract Amendment which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work, if any.

4.20.4 Contractor's Amendment Proposal. If the change by the AOC will require the Contractor to submit a proposal, then Contractor shall submit its proposal for providing changed work within 30 days after receipt of a notification of a change. The Contractor's Amendment proposal shall contain a detailed cost breakdown providing, to the AOC's satisfaction, information sufficient to allow the AOC to make a determination that the price(s) are fair and reasonable. The Contractor's proposal shall be provided as follows:

(a) All costs must be consistent with the Pricing Schedule previously provided to the AOC.

(b) The cost breakdown shall have separate estimates of the total cost of any added work and any deleted work under the Amendment for Contractor and subcontractors providing detailed breakdowns in at least the following categories: labor, materials and equipment. Further categories shall be included based on the nature of the work, as may be directed by the AOC.

(c) If the estimated cost of any such deleted category of work is greater than the estimated cost of the added work in the same category, the amounts due under the Agreement will be reduced by the agreed cost.

(d) If the Contractor believes the changed work will have a schedule impact, the cost proposal must include a schedule for the changed work.

4.20.5 Adjustments in Contract Price. Adjustments in amounts due under the Agreement shall be negotiated by the AOC Project Manager and the Contractor to determine an equitable adjustment of the contract price and will only be authorized by a written Amendment to the Agreement. An increase or decrease in the Contract Price will be determined in one of the following ways:

(a) When the work involved is covered by the unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed work;

(b) By establishment of new unit prices and related quantities for the changed work;

(c) By combination of existing and new unit prices and related quantities for the changed work;

(d) By mutual acceptance of a lump sum.

4.20.6 Schedule Extensions. If the AOC agrees that the Contractor is delayed in completion of the work under the Agreement by reason of change made, the Amendment furnished to the Contractor will specify the number of days which any dates will be extended.

4.20.7 Approved Amendments

(a) A contract amendment will not become effective until reviewed by the AOC Project Manager and agreed to by issuance of a written Amendment. A contract amendment may be issued to the Contractor by the AOC at any time.

(b) Upon receipt of an fully signed written contract amendment, the Contractor shall proceed with the ordered work. If ordered in writing by the AOC, the

Contractor shall proceed with the work so ordered prior to the actual receipt of an approved contract amendment or if Contractor protests any terms of the amendment.

(c) Contractor shall indicate its approval to the approved amendment within 10 days, thus creating an executed Amendment.

(d) Proposed contract amendments may be presented to the Contractor for its consideration prior to approval by the AOC Project Manager. If the Contractor signifies its acceptance of the terms and conditions of such proposed contract amendment by executing such document, and if such written amendment is approved by the AOC and issued to the Contractor, any payment shall be in accordance with the compensation provisions as set forth and shall constitute full compensation for all work included therein or required thereby. A contract amendment executed by the Contractor and approved by the AOC is an executed contract amendment.

4.20.8 Contractor's Protest Regarding Amendment

(a) Should the Contractor disagree with any terms or conditions set forth in an approved contract Amendment which it has not executed, it shall submit a written protest to the AOC Project Manager within 15 days after the receipt of such approved contract amendment. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract Amendment and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract Amendments will be considered as executed contract Amendments. If the Contractor fails to follow these procedures, the Contractor shall not be entitled to any claim for additional compensation or schedule extension for the Amendment other than those specified in the Amendment.

(b) If the AOC Project Manager and Contractor cannot resolve the protest, the Contractor and the AOC shall attempt to resolve the dispute under Section 4.29.

4.21 Payment

The amount of payment will be specified in any agreement that may ensue as a result of this solicitation document.

4.22 Payment Terms

4.22.1 Required Payment Date. The AOC will not make any advance payment for Services. Payment will be made net sixty (60) days after the AOC's receipt of a correct, itemized invoice for tasks or Deliverables accepted pursuant to the acceptance process provided in the Agreement. The AOC may withhold ten percent of each invoice until receipt and

acceptance of the final product. The amount of the withholding may depend upon the length of the project and the payment schedule provided in the Agreement.

4.22.2 Taxes. Unless otherwise required by law, the AOC is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The pricing to be set forth in the Pricing Schedule attached as an exhibit to the Agreement includes any State or local sales or use taxes on the Services rendered or equipment, parts or software supplied to the AOC pursuant to the Agreement.

4.22.3 Most-Favored Customer. The aggregate fees paid by the AOC to the Contractor will be competitive with those charges of the Contractor to its other customers in local and state government that are receiving comparable services at comparable volumes over a similar period of time to the Services provided to the AOC. At least once each year during the Term of the Agreement, or upon the AOC's request, an officer of the Contractor will notify the AOC that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent notice provided by the Contractor pursuant to this obligation. If the Contractor is unable to provide such notice because of a transaction entered into by the Contractor contradicting this obligation, the Contractor will offer to the AOC an adjustment to the terms of the Agreement, including, if appropriate, the lowest charges included in any such transaction.

4.23 Auditing and Record Retention

4.23.1 Audit Rights and Record Retention.

(a) The Contractor agrees that the SCOC, SCOC Courts or AOC, or their designated representatives will have the right to audit and copy any records and supporting documentation pertaining to performance of the Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the SCOC, SCOC Courts or AOC to audit records and interview staff in any subcontract related to performance of the Agreement.

(b) The Contractor will make available promptly to the AOC the results of a review or audit conducted by the Contractor, its affiliates or their contractors, agents or representatives (including internal and external auditors), relating to the Contractor's operating practices and procedures to the extent relevant to the Services.

4.24 Representations and Warranties

4.24.1 Compliance with Laws and Regulations. The Contractor represents, warrants and covenants under the Agreement that it will perform its obligations in a manner that complies with all applicable statutes, rules regulations and orders of the United States and State of California.

4.24.2 Authorization

(a) The Contractor represents, warrants and covenants under the Agreement that (i) it has full power and authority and authority to enter into the Agreement, to grants the rights herein and to carry out the transactions contemplated by the Agreement; (ii) the execution, delivery and performance of the Agreement, and the consummation of the transactions contemplated by the Agreement, have been duly authorized by all requisite corporate action on the part of the Contractor; and (iii) that it will not enter into any arrangement with any third party which might abridge any rights of the AOC under the Agreement.

(b) The Contractor represents, warrants and covenants under the Agreement that the Contractor's execution, delivery and performance of the Agreement will not constitute (i) a violation of any judgment, order, or decree; (ii) a material default under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a default.

4.24.3 Inducements. The Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the SCOC, SCOC Courts or AOC with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of the warranty, the AOC will have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by the AOC in procuring on the open market any items which the Contractor agreed to supply will be borne and paid for by the Contractor. The rights and remedies of the AOC provided in the clause will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

4.24.4 Absence of Litigation. The Contractor represents and warrants under the Agreement that there is no claim, or any litigation, proceeding, arbitration, investigation or material controversy pending to which the Contractor or any of the Contractor's affiliates, agents, or representatives is a party, relating to the provision of the Services offered by the Contractor, or which would have a material adverse effect on the Contractor's ability to enter into the Agreement and perform its obligations thereunder and, to the best of the Contractor's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated.

4.24.5 Work Standards. The Contractor represents, warrants and covenants under the Agreement that 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 shall conform to the requirements of the Agreement (including all documentation, descriptions, specifications and drawings and any part thereof). The AOC's approval of designs or specifications furnished by the Contractor will not relieve the Contractor of its obligations under this warranty.

During the term of the Agreement, the Contractor will, at its sole cost, correct any non-compliance in the Service and will use best efforts to do so as expeditiously as possible.

4.24.6 Maintenance. The Contractor represents, warrants and covenants under the Agreement that it will maintain equipment and software to the extent that the Contractor has maintenance responsibility for such assets so that they operate in accordance with their specifications, including (i) maintaining equipment in good operating condition, subject to normal wear and tear; (ii) undertaking repairs and preventive maintenance on equipment in accordance with the applicable equipment manufacturer's recommendations; and (iii) performing software maintenance in accordance with the applicable Software Contractor's documentation and recommendations.

4.24.7 Efficiency and Cost Effectiveness. The Contractor represents, warrants and covenants under the Agreement that it will (i) use its best efforts to use efficiently the resources or services necessary to provide the Services; and (ii) use its best efforts to perform the Services in the most cost efficient manner consistent with the required level of quality and performance.

4.24.8 Non-infringement. The Contractor represents, warrants and covenants under the Agreement that it will perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third-party.

4.24.9 Works. The Contractor represents, warrants and covenants under the Agreement that it is and will be either the owner of, or authorized to use for its own and the SCOC's, SCOC Courts' or AOC's benefit, all Contractor Works and Third Party Works used and to be used in connection with the Services.

4.24.10 Developed Works.

(a) The Contractor represents, warrants and covenants that the Developed Works furnished under the Agreement will (i) conform to the requirements of the Agreement (including all documentation, descriptions, specifications and drawings and any part thereof); (ii) be free from all defects in materials and workmanship; and (iii) provide the functions and features and operate in the manner agreed to by the parties for a period of Two

Years (“Developed Works Warranty Period”). The AOC’s approval of designs or specifications furnished by the Contractor will not relieve the Contractor of its obligations under this warranty.

(b) During such Warranty Period for a particular Developed Work, the Contractor will, at its sole cost and not as part of the charges for the Base Services, correct any non-compliance in the Developed Work and will use best efforts to do so as expeditiously as possible.

4.24.11 Viruses. The Contractor represents, warrants and covenants that it will employ the most current available anti-Virus programs to ensure that no forms of harmful surreptitious code, including without limitation worms, viruses, time bombs, or other disabling code (“Viruses”) are introduced into any systems used in connection with or in providing the Services. Without limiting any other right or remedy of the AOC, if a Virus is found to have been introduced into any such systems, the Contractor promptly will notify the AOC in writing of the introduction and at no additional charge to the AOC, assist the AOC in reducing the effects of the Virus, and if the Virus causes an interruption of the Services, a loss of operational efficiency or loss of data, restore operational efficiency and to the maximum extent possible, restore data or, when not possible, mitigate losses to the maximum extent possible.

4.24.12 Disabling Code. The Contractor represents, warrants and covenant under the Agreement that it will not insert into software which is part of any Developed Works any code that would have the effect of disabling or otherwise shutting down all or any portion of the Services. With respect to any disabling code that may be part of software which is part of Contractor or Third Party Works, the Contractor will represent and covenant that it will not invoke such disabling code at any time without the AOC’s prior written consent.

4.24.13 Effect of Breach of Warranty. If, at any time during the term of this Agreement, the Contractor fails to perform according to any warranty under this Section, the AOC shall promptly notify the Contractor in writing of such alleged nonconformance, and the Contractor shall correct any deficiencies in Services provided, or repair or replace all errors and malfunctions in any Deliverable, at no additional charge to the AOC, so long as the errors or malfunctions are not necessitated by an unauthorized act of the AOC or any third party acting on behalf of the AOC. The rights and remedies of the AOC provided in this clause will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4.25 Insurance and Risk of Loss

4.25.1 Insurance. The Contractor will maintain the following insurance during the entire term of this Agreement:

(a) Workers’ Compensation in conformance with California law, including Employer’s liability with limits of one million dollars (\$1,000,000) per person for

bodily injury by accident, \$1,000,000 per person for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for bodily injury by disease.

(b) Commercial general liability (“CGL”), and if necessary, commercial umbrella insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. The general aggregate limit shall apply separately to the Deliverables described in the Agreement. The CGL insurance shall be written on an occurrence form, and shall cover liability arising from (a) premises; (b) products and completed operations extending two years after the final completion of the Deliverables described; (c) broad form property damage, including completed operations; (d) personal injury; (e) independent contractor’s liability; (f) contractual liability covering the Agreement as an “insured contract.”

(c) Business auto liability, including coverage for all owned, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than one million dollars (\$1,000,000) each accident

(d) Errors and omissions and/or professional liability coverage with limits of not less than one million dollars (\$1,000,000) each occurrence

The Contractor shall include any subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contractor shall be subject to all of the requirements stated herein.

All insurance which the Contractor is obligated to carry pursuant to this Agreement, shall (i) be endorsed to name the SCOC, SCOC Courts and AOC as additional insureds, except errors and omissions and Workers’ Compensation, (ii) require the insurer to provide at least thirty (30) days prior written notice to the AOC of cancellation, (iii) stipulate that the policies are Primary Insurance and the insurance company(ies) providing such policies shall be liable thereunder for the full amount of any loss or claim up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the SCOC, SCOC Courts or AOC, and (iv) require a severability of interests endorsement. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, then notwithstanding anything to the contrary stated herein, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement. The Contractor shall cause its insurers to issue to the AOC on or before the Effective Date certificates of insurance evidencing that the coverage’s and policy endorsements required under the Agreement are

maintained in force. The insurers selected by the Contractor shall be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent).

4.25.2 Risk of Loss. Each party will be responsible for the risk of loss of, and damage to, any equipment, software, facilities and other materials in its possession or under its control.

4.26 Indemnification

4.26.1 General Indemnity. The Contractor will indemnify, defend (with counsel satisfactory to the AOC) and save harmless the State of California, state and local governmental entities, SCOC, SCOC Courts and AOC, and their respective officers, agents and employees from any and all claims for losses, costs, liabilities, damages or deficiencies, including interest penalties and attorneys' fees, which (i) arise out of or are due to a breach by the Contractor of any of its representations, warranties, covenants or other obligations contained in the Agreement; or (ii) are caused by or resulting from the Contractor's or any of its employees' or agents' acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under the Agreement; or (iii) are accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of the Agreement; (iv) are arising out of or related to the Contractor's breach of its confidentiality obligations under the Agreement; or (v) are arising out of any violation by the Contractor or its employees, agents, or contractors of any applicable law, order, ordinance, regulation, code, or the reasonable policies and procedures adopted in writing and provided to the Contractor from time to time during the term of the Agreement.

4.26.2 Patent, Copyright and Trade Secret Protection

(a) The Contractor will indemnify, defend (with counsel satisfactory to the AOC) and save harmless the State of California, state and local governmental entities, SCOC, SCOC Courts and AOC and their respective officers, agents and employees from any and all liability of any nature or kind, including losses, costs, liabilities, damages or deficiencies, including interest penalties and attorneys' fees, which arise out of any claim of infringement or misappropriation of patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of software, systems or other resources provided by the Contractor or its subcontractors to the SCOC. SCOC Courts or AOC.

(b) If any deliverable or item provided by the Contractor to the AOC or used by the Contractor to provide the Services becomes, or in the Contractor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, in addition to the Contractor's indemnification obligations, the Contractor will promptly at the Contractor's expense take the following actions in the following priority order:

(i) secure the right to continue using the item; (ii) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services in any material way; or (iii) if neither (i) nor (ii) is available to the Contractor, or if the use of such item by the SCOC, SCOC Courts or AOC will be prevented by injunction, the Contractor agrees to take back such item, and refund any sums the AOC has paid the Contractor and make every reasonable effort to assist in procuring substitute items. If, in the sole opinion of the AOC, the return of such infringing item makes the use of the Services or the retention of other goods or software acquired from the Contractor under the Agreement impractical, the AOC will then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge.

(c) The Contractor may be required to furnish a bond to the AOC against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

4.26.3 Personal Injury and Property Damage. The Contractor will indemnify, defend (with counsel satisfactory to the AOC) and save harmless the State of California, state and local governmental entities, SCOC, SCOC Courts and AOC, and their respective officers, agents and employees from any and all liability of any nature or kind, including losses, costs, liabilities, damages or deficiencies, including interest penalties and attorneys' fees, on account of personal injuries, death, or damage to tangible personal or real property in any way incident to, or in connection with, or arising out of; (i) the Agreement; (ii) performance of work under the Agreement; (iii) the presence of the Contractor or the presence of the Contractor or its subcontractors, suppliers or agents on the premises of the AOC; or (iv) the act or omission of the Contractor, its subcontractors, suppliers or agents, for which the Contractor is legally liable.

4.26.4 Control of Defense and Settlement. Any defense counsel retained by Contractor to defend the AOC in any claim, action, suit or proceeding covered under Contractor's indemnity obligations ("Claim" or "Claims") shall be subject to the approval of the AOC. Contractor shall keep the AOC informed of any Claims and shall provide periodic written reports to the AOC of any significant developments. "Significant developments" include all settlement offers with plaintiffs or with other parties joined by way of cross-complaint, all situations which contemplate the dismissal of any parties, and all such other circumstances which may occur that reasonably warrant assessment by the AOC of its liability exposures.

The AOC reserves the right to appoint the defense counsel, including the assumption of lead defense responsibility for any claim, action, suit or proceeding covered under Contractor's indemnity obligations. In the event the AOC assumes direct control for the defense and/or settlement of such Claim, (i) with respect to the costs of defending such Claim, the Contractor shall only be responsible for the reasonable costs incurred; and (ii) the Contractor shall only be responsible for paying settlement amounts to which it consents in writing, which consent shall not be unreasonably withheld. At the AOC's request, the Contractor shall provide the AOC with full information and reasonable assistance, at its own cost and expense, in connection with the defense and settlement of all claims. Subject to the foregoing, the

Contractor shall have the right, at its option and expense, to participate in the defense and/or settlement of Claims through counsel of its own choosing.

4.26.5 Survival. This provision shall survive termination or expiration of this Agreement.

4.27 Termination

4.27.1 Termination for Cause.

(a) The AOC may, by written notice of default to the Contractor, terminate the Agreement in whole or in part if the Contractor materially breaches any of its obligations under the Agreement, and does not cure such breach within ten (10) days of receipt of a notice of breach stating the AOC's intent to terminate.

(b) If the AOC terminates the Agreement in whole or in part, it may acquire, under the terms and in the manner the AOC considers appropriate, goods or services similar to those terminated, and the Contractor will be liable to the AOC for any excess costs for those goods or services. However, the Contractor will continue the work not terminated.

(c) If the Agreement is terminated for breach, the AOC may require the Contractor to transfer title and deliver to the AOC, as directed by the AOC, any:

(i) Completed goods, and

(ii) Partially completed goods and Works ("Materials") that the Contractor has specifically produced or acquired for the terminated protection of the Agreement. Upon direction of the AOC, the Contractor will also protect and preserve property in its possession in which the AOC has an interest.

(iii) The AOC will pay contract price for completed goods delivered and accepted. The Contractor and the AOC will agree on the amount of payment for the Materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Dispute Resolution Section. The AOC may withhold from these amounts any sum the AOC determines to be necessary to protect the AOC against loss because of outstanding liens or claims of former lien holders.

(iv) If, after termination, it is determined that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the AOC.

(v) The rights and remedies of the AOC in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

(d) AOC's failure to perform any of its responsibilities set forth in the Agreement will not constitute a material breach of the Agreement or be deemed to be grounds

for termination by Contractor; provided, however, that Contractor's nonperformance of its obligations under the Agreement will be excused if and to the extent: (i) such Contractor nonperformance results from AOC's failure to perform its responsibilities; and (ii) Contractor provides AOC with reasonable notice of such nonperformance and uses commercially

(e) If, after termination, it is determined that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the AOC.

(f) The rights and remedies of the AOC in this clause are in addition to any other rights and remedies provided by law or under the Agreement

4.27.2 Rights and Remedies for Default

(a) In the event any goods furnished or Services provided by the Contractor in the performance of the Agreement should fail to conform to the requirements in the Agreement, the AOC may reject the same, and it will become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of the Services, without expense to the AOC, and immediately replace all such rejected items with others conforming to the Agreement.

(b) In addition to any other rights and remedies the AOC may have, the AOC may require the Contractor, at the Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

(c) In the event of termination of the Agreement, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the AOC in procuring any items which the Contractor agreed to supply will be borne and paid for by the Contractor.

(d) The AOC reserves the right to offset the reasonable cost of all damages caused to the AOC against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

4.27.3 Termination for Non-Appropriation of Funds. The Contractor acknowledges that funding for this Agreement beyond the current appropriation year is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Agreement. Without limiting the foregoing, the AOC may terminate this Agreement without prejudice to any right or remedy of the AOC for lack of legislative appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration or other termination of this Agreement, the AOC may terminate this Agreement in whole or in part by written notice to Contractor. Such termination shall be in

addition to the AOC's rights to terminate for convenience or Cause. If this Agreement is terminated for non-appropriation: (i) the AOC 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 whether or not there has been a Deliverable; and (ii) the Contractor shall be released from any obligation to provide further Services pursuant to this Agreement as are affected by such termination.

4.27.4 Termination for Convenience.

(a) The AOC may terminate the Agreement for convenience in whole or part, from time to time, in part, if the AOC determines that a termination is in the AOC's interest. The AOC will terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, at least ten (10) days before the effective date of such termination. The Contractor agrees that, as to the terminated portion of the Agreement, the Agreement will be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement will not be void.

(b) After receipt of a Notice of Termination, and except as directed by the AOC, the Contractor will immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this section. The Contractor will: (i) stop work as specified in the Notice of Termination; (ii) place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement; (iii) terminate all subcontracts to the extent they related to the work terminated; and (iv) settle all outstanding liabilities and termination settlement proposals arising from the termination of the subcontracts, the approval or ratification of which will be final for purposes of this Section.

(c) Upon expiration or termination for convenience under Section 4.27.4 ("Termination for Convenience"), the AOC will pay contract price for completed Deliverables delivered and accepted by the AOC. If this Agreement is terminated for convenience, the AOC shall pay the Contractor for (i) all accepted Deliverables, and (ii) the reasonable and necessary costs incurred by Contractor in performing Services prior to the effective date of termination other than on the accepted Deliverables. Contractor shall submit a termination settlement proposal within thirty (30) days of the effective date of such termination, with a complete statement of all such costs, including the costs of terminating subcontracts, if any. The AOC may withhold from these amounts any sum the AOC determines to be necessary to protect the AOC against loss because of outstanding liens or claims of former lien holders. Upon expiration or termination for any reason, the AOC shall have the right to take possession of any partially completed Deliverables and any other materials or work product hereunder. In such event, the Contractor shall deliver to the AOC any and all materials or work product relating to such partially completed Deliverables, and hereby assigns and agrees to assign all of the Contractor's right, title and interest in and to such partially completed Deliverables and related materials and work product, and any and all intellectual property rights therein or thereto.

4.27.5 Effect of Termination. Unless the AOC directs otherwise, promptly upon the effective date of any termination hereunder, for any reason or no reason, the Contractor shall: (i) stop performing the Services as of the effective date of such termination; (ii) place no further orders or subcontracts for materials, equipment, services or facilities applicable to the performance of Services or the development of Deliverables hereunder; (iii) cooperate in good faith with the AOC and as the AOC directs to cancel or assign to the AOC any orders or contracts in place with the Contractor, to the extent that such orders or contracts relate to the Contractor's performance of its obligations hereunder; (v) take such action as may be necessary or as directed by the AOC to preserve and protect any work products and any property related to this Agreement in the possession of the Contractor in which the AOC has an interest; (vi) continue performance of this Agreement, only the extent not terminated; and (vii) take any other steps required by the AOC with respect to this Agreement.

4.27.6 Survival Sections 4.12, Warranty; 4.15, Required Consents; 4.16, Proprietary Rights; 4.17, Ownership Of Court Information; Confidentiality; 4.18, Ownership of Work; 4.20, Changes; 4.23, Auditing and Record Retention; 4.24, Representations and Warranties; 4.25, Insurance and Risk of Loss; 4.26, Indemnification; 4.27, Termination; 4.30, Governing Law; 4.35, Joint Ventures; 4.36, Third Party Beneficiaries; 4.38, Attorneys' Fees; and 4.39, Binding on Successors shall survive any termination or expiration of this Agreement.

4.27.7 Termination/Expiration Assistance.

(a) Commencing (i) six (6) months prior to the expiration of the Agreement or on an earlier date as the AOC may request; (ii) upon any notice of termination or non-renewal of the Agreement (including notice based on default by the AOC); or (iii) six months prior to any other ceasing of Services under the Agreement, and continuing through the effective date of expiration, termination or cessation, but for no less than six (6) months, the Contractor will provide to the AOC or to its designee (collectively, "Successor"), termination/expiration assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Successor. Such termination/expiration assistance will be provided to the AOC by the Contractor regardless of the reason for termination or expiration and will be included in the pricing set forth in the pricing exhibit accompanying the Agreement. At the AOC's option and election, the AOC may extend the period of time the Contractor provides termination/expiration assistance for an additional Six (6) months.

(b) Termination/expiration assistance will include but not be limited to consulting services, data center planning, telecommunications planning, communication of all information about configuration of software, networks, data center operations and other systems or services to the Successor, compiling listings and documentation, transition databases, testing and provision of hardware and other equipment to the extent practicable.

(c) As part of termination/expiration assistance, the Contractor will: (a) provide such information and assistance as the AOC may reasonably request relating to the number and function of each of the Contractor's personnel who are employed or contracted by the Contractor to perform the Services under the Agreement, and the Contractor will make such information available to potential Successors as designated by the AOC; (b) not make any material changes to the level of Service or number of employees assigned to perform functions for the AOC under the Agreement; and (c) not change the level of Service or reassign the Contractor's employees or contractors away from performance of functions under the Agreement.

(d) At the AOC's request, the Contractor will obtain any Required Consents from third parties and (i) assign to the successor leases for some or all of the equipment used primarily to provide the Services as of the date of termination or expiration of the Agreement; (ii) assign any contracts for services provided by third parties to the Contractor and used by the Contractor to provide the Services; and (iii) sell to successor, at the lower of the Contractor's then-current book value, unrecovered capital payments or fair market value, some or all (as requested by the AOC) of the equipment owned by the Contractor and used primarily to provide the Services.

(e) Successor will have the right to extend offers of employment to all the Contractor personnel assigned to or working on the AOC account. The Contractor will provide reasonable access to these employees and will not interfere with Successor's efforts to hire them.

(f) If the Contractor breaches (or attempts or threatens to breach) its obligations to provide the AOC with termination/expiration assistance, the AOC will be irreparably harmed and may proceed directly to court. If a court should find that the Contractor has breached (or attempted or threatened to breach) any such obligations, the Contractor agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an order compelling performance by the Contractor and restraining it from any further breaches (or attempted or threatened breaches).

4.28 Force Majeure

4.28.1 General

(a) If, and to the extent that, a party's performance of any of its obligations pursuant to the Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such

party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

(b) If any Force Majeure Event prevents, hinders or delays performance of the Services for more than twenty-four (24) hours, the AOC may procure such Services from an alternate source and the Contractor will reimburse the AOC for the costs and expenses incurred by the AOC in procuring such Services to the extent that those costs and expenses exceed Contractor's charges under the Agreement for such Services. Once the Contractor is no longer prevented, hindered, or delayed from performing such Services as a result of such Force Majeure Event, the Contractor will notify the AOC that it is prepared to resume providing such Services. If the Agreement has not expired or been terminated and the AOC decides (in its sole discretion) to resume receiving such Services from the Contractor, the Contractor will resume providing such Services; provided, however, that the Contractor will pay any costs and expenses incurred by the AOC in terminating its relationship with such alternate source (including any termination fees) and transitioning such Services back to the Contractor. If the Force Majeure Event continues to prevent, hinder or delay performance of any of the Services for more than 24 hours, the AOC may, within fifteen (15) business days following such 24-hour period, terminate the Agreement, in whole or in part, as of a date specified by the AOC in a termination notice to the Contractor. The Contractor will not have the right to any additional payments from the AOC as a result of any force majeure occurrence.

4.28.2 Continuation of Services. A non-performing party will be obligated to use commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the force majeure event.

4.29 Dispute Resolution

4.29.1 Notice of Dispute

The parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, the Contractor shall submit a Notice with written demand to the AOC at the earliest practicable time that the dispute is identified. The written demand shall: 1) be fully supported by detailed factual information; 2) state the specific contract provisions on which the demand is based; and 3) if the demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the demand. The demand shall include a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the adjustment for which that party believes the other party is responsible. To assist the AOC in its review of the demand, Contractor shall comply with reasonable requests for additional information. A written response to the demand shall be

provided no later than 30 days after receipt of such information, or if no information is requested, no later than 30 days after receipt of the fully documented demand.

4.29.2 Senior Level Negotiations

If a dispute has not been resolved, upon Notice by either party, the parties shall attempt to resolve the dispute by negotiations between the Chief Executive Officers (or designated representatives) of each organization. The Chief Executive Officers (or designated representatives) shall meet as often as they deem reasonably necessary to exchange information and attempt to resolve the demand within thirty (30) days after the Notice was given.

4.29.3 Mediation

If the senior level negotiations do not result in resolution of the dispute within thirty (30) days of the Notice, the parties agree to mediation prior to any party initiating an action in court.

4.29.4 Litigation

In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

4.29.5 Confidentiality

All negotiations conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code Section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code Sections 703.5 and 1115.

4.29.6 Continuation of Work

Pending the final resolution of any dispute arising under, related to or involving the Agreement, the Contractor agrees to diligently proceed with the performance of the Agreement, including the delivery of Deliverables or providing of Services in accordance with the AOC's instructions. The Contractor's failure to diligently proceed in accordance with the AOC's instructions will be considered a material breach of the Agreement.

4.30 Governing Law

The Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions and the state or federal district courts located in the County of San Francisco, California will have exclusive jurisdiction over any legal action concerning or relating to the Agreement.

4.31 Assignment

4.31.1 Assignment by Contractor. The Agreement will not be assignable by the Contractor in whole or in part without the written consent of the AOC, which may be withheld in its sole discretion. The AOC will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder. Any assignment made in contravention of the foregoing shall be void and of no effect. The Agreement will be binding on the parties and their permitted successors and assigns.

4.31.2 Assignment by AOC. The AOC may assign any rights or obligations, in whole or in part, to any trial or appellate court (s) of the State of California at any time during the term of the Agreement.

4.32 Consents and Approvals

Consents and approvals to be given by either party under the Agreement will not be unreasonably withheld or delayed, and such consents and approvals will not be construed as relieving a party of its obligations or as a waiver of its rights under the Agreement.

4.33 Waiver of Rights

Any action or inaction by the AOC or the failure of the AOC on any occasion, to enforce any right or provision of the Agreement, will not be construed to be a waiver by the AOC of its rights under the Agreement and will not prevent the AOC from enforcing such provision or right on any future occasion. The rights and remedies of the AOC under the Agreement will be cumulative and in addition to any other rights or remedies that the AOC may have at law or in equity.

4.34 Independent Contractors

The Contractor, its employees, subcontractors, and the agents will act in an independent capacity and not as officers or employees or agents of the AOC in the performance of the Agreement. Neither the making of the Agreement nor the performance of its provisions shall be construed to constitute either of the parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the parties under the Agreement is that of independent contractors.

4.35 Joint Ventures

In the event that Contractor is a joint venture, the obligations of Contractor under this Contract are joint and severable as to each of the Contractor's venturers. In the event one of the joint venturers defaults in its performance, the other joint venturer shall not be excused from performing the entire scope-of-services.

In the event Contractor or either one of its venturers breaches this Agreement, the AOC may seek and obtain any legal or equitable remedies to which it may be entitled from Contractor or one or both of its venturers, as the AOC may elect at their sole discretion.

Furthermore, both members of the joint venture referred to as Contractor shall indemnify, defend, keep and save harmless the AOC against any and all suits, claims or actions arising from any dispute among the members of the joint venture.

4.36 Third Party Beneficiaries

The SCOC and the Superior Courts of Los Angeles, Orange, San Diego and Ventura are each express third-party beneficiaries of this Agreement.

4.37 AOC Warranties

The AOC makes no warranties, representations, or agreements, either express or implied, beyond such as explicitly stated herein.

4.38 Attorneys' Fees

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

4.39 Binding on Successors

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

4.40 Recycling

The Contractor will certify under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of the Agreement meet or exceed the minimum percentage of recycled material as defined in California Public Contract Code (PCC) Sections 12161 and 12200.

4.41 Newly Manufactured Goods

All goods furnished under the Agreement will be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

4.42 Assignment of Antitrust Actions

4.42.1 The following provision of Government Code Section 4552, 4553, and 4554 (Statutes of 1978, Ch. 414) will be applicable to the Contractor.

(a) In submitting a bid to the AOC, the supplier offers and agrees that if the bid is accepted, it will assign to the State 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. 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, material or services by the supplier for sale to the AOC pursuant to the solicitation. Such assignment will be made and become effective at the time the AOC tenders final payment to the supplier.

(b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor will be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

(c) Upon demand in writing by the assignor, the assignee will, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

4.43 National Labor Relations Board Certification

The Contractor will swear under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision will be construed in accordance with Public Contract Code (PCC) Section 10296.

4.44 Statement of Compliance

The Contractor's signature affixed to the Agreement will constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

4.45 Drug-Free Workplace Certification

4.45.1 By signing the Agreement, the Contractor will certify under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

(b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and
- (iv) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide, as required by Government Code Section 8355(c), that every employee who works on the Agreement:

- (i) will receive a copy of the company's drug-free policy statement; and,
- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of any future SCOC contracts if the AOC determines that any of the following has occurred: 1) the Contractor has made false certification, or 2) the Contractor violates the certification by failing to carry out the requirements as noted above.

4.46 Forced, Convict and Indentured Labor.

4.46.1 By signing the Agreement, the Contractor will certify that no foreign-made equipment, materials, or supplies furnished to the AOC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. By signing the Agreement the Contractor will agree to comply with the requirements of California Public Contract Code (PCC) Section 6108.

4.46.2 If the Contractor knew or should have known that the foreign-made equipment, materials or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction, when entering into the Agreement, subject to California Public Contract Code (PCC) Section 6108, subdivision (c), may have any or all of the following sanctions therein imposed:

(a) The contract under which the prohibited equipment, materials or supplies were provided may be voided at the option of the State agency to which the equipment, materials or supplies were provided.

(b) The Contractor may be assessed a penalty which will be the greater of one thousand dollars (\$1,000) or an amount equaling 20 percent of the value of the equipment, materials or supplies that the State agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction and were supplied to the State agency under the Agreement.

4.47 Child Support Compliance Act

For any contract in excess of \$100,000, the Contractor acknowledges in accordance with California Public Contract Code section 7110, that:

4.47.1 The Contractor recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relation 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 California Family Code; and

4.47.2 The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

4.48 Nondiscrimination Clause

4.48.1 During the performance of the Agreement, the Contractor and its subcontractors, will not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, or denial of family care leave. The Contractor and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990

(a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations will be incorporated into the Agreement by reference and made a part thereof as if set forth in full. The Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

4.48.2 The Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4.48.3 The Contractor is required to give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (See Public Contract Code Section 10353).

4.49 Americans with Disabilities Act

The Contractor will assure the AOC that it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) (ADA) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4.50 Union Organizing

The Contractor will acknowledge the applicability of Government Code Section 16645 through Section 16649 to the Agreement:

4.50.1 The Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

4.50.2 No state funds received under this agreement will be used to assist, promote or deter union organizing.

4.50.3 The Contractor will not, for any business conducted under the Agreement, use any state property to hold meeting with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

4.50.4 If the Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that the Contractor will provide those records to the State of California Attorney General upon request.

4.51 Disabled Veteran Business Participation Review

The Contractor agrees that the AOC or its designee shall have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the AOC or its designee with any relevant information requested and shall permit the AOC or its designee access to its premises, upon reasonable notice, during normal business hours

for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code section 10115 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement.

4.52 Public Contract Code References

References to the Public Contract Code herein are provided for the Contractor's convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used when referenced to define the Contractor's obligations under the particular provision in which such code section is referenced.

4.53 Severability

If any provision of this Agreement or the application thereof to any party or circumstance is held invalid, such invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable. Furthermore, a provision which is held invalid can be construed to be given its intended effect.

SECTION V

REQUEST FOR PROPOSALS

FOR

CASE MANAGEMENT SYSTEMS SOFTWARE

V. EXISTING CMS TECHNOLOGY AND INFRASTRUCTURE

5.1 Current Los Angeles Superior Court Systems

The following Civil, Small Claims, Family Law, Probate, Mental Health, Juvenile Dependency, Juvenile Delinquency, and Juvenile Informal and Traffic case management systems are currently operational in Los Angeles Superior Court and intended for replacement with a single CMS.

5.1.1 CasePlus

A DOS-based case management application written in 1991 using Paradox 4, CasePlus runs on a NetWare server and is used for general jurisdiction civil cases, small claims, and probate matters only in the Van Nuys Courthouse, where the server is located.

5.1.2 CIVAS & SCOT

CIVAS is maintained and operated by the Court and the Los Angeles County Internal Services Department (ISD/ITS) for limited jurisdiction civil case processing in what were the 23 Outlying Judicial Districts (OJDs) outside the central Los Angeles Judicial District (LAJD). The Court and ISD/ITS also operate and maintain SCOT for small claims case processing Court-wide (all 24 former Judicial Districts). Both systems run at the ISD/ITS data center with UNIX and Focus.

5.1.3 ICMS

Currently, Mental Health Court case processing comprises a mixture of manual processing and the ISD Corporation AS/400-based ICMS case management system running on a server at the Mental Health Court facility.

5.1.4 ISS

The Interactive Services System (ISS) is a Visual Basic/ Oracle/ Solaris/ FileNet client-server application that supports much of the probate processing in the central district and Torrance only. The application provides a detailed index for approximately 5 years of case documents, header information regarding parties and matter type, and a probate note production facility. It does not support calendaring (handled via AS/400 data entry) or management reporting. Hosting is on Court equipment.

5.1.5 JADE & JAI

Juvenile Court cases are supported by an IMS/Cobol application known as JAI (Juvenile Automated Index), a client-server courtroom support application for Juvenile Dependency (Juvenile Automated Data Enhancement System or "JADE"), and a Word macro minute order production for juvenile delinquency. JAI was developed in 1977. It comprises

vital information on delinquent and dependent children, and includes the Criminal Justice Index, the Probation Index, and the Superior Court Expanded Index (Register of Actions). JADE runs under Oracle, PowerBuilder, and Unix. A nightly transmission from JADE to JAI uploads minute order entries, and another transmission from JAI to JADE downloads petition filing and calendar information. Multiple Los Angeles County justice agencies contribute data to JAI and JADE via interfaces or by direct data entry.

5.1.6 JTS

The Juvenile Traffic System (JTS) is an IMS/COBOL mainframe system developed in 1985 and maintained by the Court and ISD/ITS for Juvenile Informal and traffic cases.

5.1.7 LACAS

The Los Angeles Civil Automated System (LACAS) was implemented by the former Los Angeles Municipal Court for limited jurisdiction civil cases in 1989. An AS400/RPGIII system, it supports limited jurisdiction civil cases in the various facilities of the former LAJD.

5.1.8 SUSTAIN 1.7

With the exception of CasePlus for general jurisdiction civil in Van Nuys (see 7.1.1 above), several Sustain SJE installations for family law (see 7.1.9 below), and ISS for probate in the Central District and Torrance, Sustain 1.7 is the case management system for general jurisdiction civil, family law and probate litigation. It is deployed on 12 separate NetWare servers, uses the Pervasive.SQL 7 database, is written in MicroFocus COBOL, and presents a DOS character-based user interface.

5.1.9 SUSTAIN, Justice Edition (SJE)

Recently rolled out for family law cases in several districts, SJE currently runs on both MS NT and Novell NetWare servers. It uses the Pervasive.SQL database engine and is written Visual Basic 3.

5.1.10 Civil Index and Calendar Generation

This is an AS/400 application for the central data entry of and court-wide access to basic case information in the areas of general jurisdiction civil, family law, and probate cases.

5.2 Current Orange Superior Court Systems

The following are Family Law, Juvenile, Probate, Civil General and Civil Complex, Felony, Misdemeanor and Traffic case management systems and Civil Unlimited, Civil Complex, Probate and Family Law imaging systems currently operational in Orange Superior Court.

5.2.1 ACS

The Integrated Case Management Systems for Family Law, Juvenile, Probate, Civil General and Civil Complex are applications by ACS (Affiliated Computer Services). These are Oracle based independent systems and all provide scheduling, calendars, on-line minute orders, docket and event association, party and person information. Reports and a separate index are created for each panel.

The Probate System includes Probate attorney notes and annual accountings and withdrawals. The Probate notes and the Calendar Alphabetical index are posted on the Orange County Internet.

The Juvenile System includes both Delinquency and Dependency. It also contains a module for tracking accounting, invoicing and payment for private attorney service claims.

5.2.2 FILENET

Filenet Imaging Services are used for Civil Unlimited, Civil Complex, Probate and Family Law. The ability to associate multiple documents to one docket is used for Civil Unlimited, Civil Complex and Family Law.

Probate Imaging involves workflows for Probate processing. These items include the original checklist prepared by the examiner, the creation of Probate Notes and work queues created for each calendar so each case can be examined and then reviewed by the judicial officer. The Probate Notes are automatically moved to a new calendar date for a continued matter.

5.2.3 VISION

Currently used for Felony case processing, Vision V.1.5 will be implemented for Misdemeanor and Traffic case management in November 2002. Designed and built in a partnership between the Orange/Ventura Superior Courts and KPMG Consulting, this fully integrated system incorporates calendaring, courtroom/non-courtroom operations, fiscal, collections, interfaces to DMV, DOJ, and local law enforcement. This system is fully JBSIS compliant and provides a multitude of management and productivity reports. The technology architecture is two-tier client-server, using Apache application server, IBM hardware and AIX operating system, and an Oracle database.

Vision v.2 is scheduled for implementation in 2nd quarter 2003. Vision v.2 is planned to be a fully J2EE-compliant, n-tier application that uses Sybase EA Server, IBM Regatta series hardware and AIX operating system, and an Oracle database.

5.3 Current San Diego Superior Court Systems

The following case management and accounting systems are currently operating in San Diego County Superior Court, and are intended for replacement with a single CMS. They process case data for the following courts: Civil, Small Claims, Family Law, Probate, Mental Health, Juvenile Dependency, Juvenile Delinquency, Juvenile Traffic, Criminal (Misdemeanor and Felony), and Traffic/Minor Offense case management systems, and two accounting systems. All (except CADI) are maintained by the Court's IT outsourcer.

Superior Court of San Diego County has four major locations (Central, North County, East County, and South County), and many of these systems are handled independently at each location (separate files and/or servers, differences in software codes and processing procedures, etc).

Current plans call for San Diego to implement Vision 1.5 or 2.0 for Traffic in mid-2003. At a later date San Diego would implement Vision 1.5 or 2.0 for Criminal case types.

5.3.1 Fastrack

Fastrack includes separate sub-systems for Probate, Limited/General Civil, JCCP, UD, Small Claims, Family Law, Family Support, Mental Health, and Appeals cases. It is a DOS-based case management system developed using Advanced Revelation in 1987. Advanced Revelation uses a "linear hash" database that is tightly integrated with RBASIC application code. Fastrack resides on different Banyan servers at the Court's major Divisions: Central, North, East, and South County.

5.3.2 Financial Management System (FMS)

FMS (1987) is the accounting system for Small Claims, Limited Felony, Misdemeanor, and Traffic cases. It is written using Microfocus Cobol and SQL Server. FMS receives data from four LANs, one per Court location. FMS runs on a UNIX box for initial input, and on an IBM Mainframe for updates to the Master Index, issuance of courtesy notices, and printing of envelopes. Interfaces exist for the Traffic/Minor Offense system, DMV, FTB, collection agencies, and various Court servers.

5.3.3 Superior Court Accounting System (SCAS)

This system, written in 1991, does the accounting for Fastrack case transactions (except Small Claims). It is the system developed for Superior Court case types, prior to court unification. It is a Cobol/DOS-based application.

5.3.4 Juvenile Case Management System (JCMS)

JCMS manages Juvenile Delinquency cases, is client-server-based, and was implemented in 2000 and built in Visual Basic and Btrieve.

5.3.5 REJIS

REJIS contains Juvenile Dependency data. It was built in 1991/92. It resides on the County mainframe.

5.3.6 Criminal Case Management System (CCMS)

CCMS is a client-server application built in Visual Basic and Btrieve. It resides on servers at each of the four major Court locations used to calendar Felony cases.

5.3.7 JURIS

JURIS is a mainframe system (originally developed by the DA) that contains information on all Criminal cases. The Court updates this system via an interface written in Visual Basic. Other law enforcement agencies besides the DA and the Court, e.g., City Attorney, Probation, Public Defender and Sheriff, have access to JURIS and are able to view and maintain proprietary data within it.

5.3.8 Pre-Trial Services (CADI)

The Pre-Trial Services Unit uses purchased software named CADI, which is no longer supported by the Vendor. CADI is PC Windows-based software that includes pre-trial (e.g., client demographics) and post-trial monitoring (e.g., diversion programs, etc.).

5.3.9 MC Traffic System/INCITE

The Traffic system was originally built in 1967 in Cobol. The data entry processes reside on a UNIX workstation, which then transfers data to a Mainframe component for case processing. It also has a CICS/VSAM component. It interfaces with the DMV and many local law enforcement agencies, as well as other Court and agency mainframe systems (e.g., JURIS). INCITE is used by Traffic operations to enter citations, which are uploaded to MC Traffic nightly. INCITE is Windows-based and resides on client desktops.

5.4 Current Ventura Superior Court Systems

The following are Civil, Small Claims, Family Law, Probate, Mental Health, Juvenile Dependency, Felony, Misdemeanor, Infraction and Traffic case management systems currently operational in Ventura Superior Court.

5.4.1 CATS

The Civil Automated Tracking System (CATS) is an ISD Corporation product. It runs on NT and Oracle and is utilized for Civil, Small Claims, Family Law, Probate, Mental Health and Juvenile Dependency case types.

5.4.2 VISION

Vision is a custom developed system designed and programmed with KPMG Consulting. It is a two-tier client-server application, hosted on an HP9000, running HP-UX operating system, and currently uses a Sybase database. It currently supports all Felony, Misdemeanor, Infraction and Traffic case types. In 4Q 2002 the court will begin using the system for Juvenile Delinquency as well. It is part of the Ventura County Integrated Justice Information System (VCIJIS), a countywide system that also includes the Sheriff, District Attorney, Public Defender and Probation programs.

Currently the Vision system running in Ventura is a different code base and architecture from the Vision system running in Orange. The current plan is to migrate Ventura to the Vision 1.5 or 2.0 code base in 2003, with an accompanying migration to an Oracle database environment.

5.5 Volumetrics - Los Angeles Court, Number of Systems Users

The following chart presents the current number of users for each relevant application at each court site in Los Angeles.

	Civas	Lacas	Scot	Lacas Lite	Sustain DOS	Sustain SJE	JAI	JTS	JADE	ICMS	Case Plus	ISS
Alh	18		19		4							
Ant	11		11		6		3		3			
BH	32		38		6							
Bur	21		19		15							
CC H		270	30	30	540	100						6
CC W					45	30						
Cul	31		31		15							

	Civas	Lacas	Scot	Lacas Lite	Sustain DOS	Sustain SJE	JAI	JTS	JADE	ICMS	Case Plus	ISS
Cit	44		44		5							
Com	31		31		25		6	2				
Dow	26		25		13							
ELA	25		26									
Gln	36		37		12							
HP	24		27		12							
Ing	65		69		30							
Lan					15			2				
LB	96		97		45		6	2				
Cer	21		21		10							
Lyn					15							
Mal	15				4							
Met												
New	27		27									
Nor					45	4		2				
Pas	40		43		30		5	2				
Pom	30		29		40		6	2				
RH	44		42		5							
SF		4	12	11	35			2				
SP		18	12	13								
SA	15		21		4							

	Civas	Lacas	Scot	Lacas Lite	Sustain DOS	Sustain SJE	JAI	JTS	JADE	ICMS	Case Plus	ISS
SM	44		45		55		2					
SG	23		23		11							
Tor	70		88		45			2				8
VN		57	23	44		20		2			60	
WLA		51	21	59	25							
Whi	19		19		10							
HOR	5	8	5	7								
MH										20		
Chc							10					
Elkj							30					
Ingj							15					
LpJu							15					
Kenj							12					
SFjuv							20					

5.6 Volumetrics – Orange Court, Number of Systems Users

Area	ACS/Civil	ACS/Family	ACS/Probate	ACS/Juvenile	FileNet	Vision
CJC	283	10			293	970
LJC	8	390	187	111	585	

NJC	5					
WJC	2					
HJC	4					
Others	5	350				

5.7 Volumetrics – San Diego Court, Number of Systems Users

The following chart presents the current number of users for each relevant application at each court site in San Diego.

	Fastrack	FMS	SCAS	JCMS	REJIS	JURIS	CCMS	MC Traffic	CADI
KMF	19	15						72	
DCH	14					183	81		5
HOJ	136		22						
ECCH	54	7				82	43	15	2
SBCH	29	6				65	39	10	2
NCCH	88	19				58	31		3
MB	21		3						
FLF	106		3						
SMF								36	
ML		3		42	31				

5.5 Volumetrics – Ventura Court, Number of Systems Users

The following chart presents the current number of users for each relevant application at each court site in Ventura.

	CATS (Civil)	Vision (Criminal)
Ventura Courthouse	154	264

Simi Valley Courthouse	31	38
Oxnard Self Help Center	2	2
Oxnard DMV	0	1

5.6 Staff, Judicial Officers & Court IT Staff

The following chart presents the number of judicial officers, total Court staff, and the number of IT staff for Los Angeles, Orange, San Diego and Ventura.

	Los Angeles	Orange	San Diego	Ventura
Judicial Officers	Approx. 585	Approx. 143	Approx. 154	Approx. 33
Court Staff	Approx. 5,000	Approx. 1550	Approx. 1600	Approx. 350
Court IT Staff	Approx. 175	Approx. 93	Approx. 6	Approx. 10

5.7 Filings By Case Type Per AOC Reports

The following chart presents annual filings in each case category. Los Angeles numbers alone represent approximately one-third of all filings in the State of California. For purposes of system sizing, Vendors should assume that case filings and active cases will increase by 5% per year and that the system should immediately accommodate five years of future growth. As concerns needs for historical data, Vendors will be expected to provide two conversion options for historical data: for the conversion of cases open and those closed current year, and for conversion of cases open and those closed in the past five years. Historical data should be retained in the future for at least ten years.

	LA 95/96	LA 96/97	Orange 99/00	Orange 00/01	San Diego 00/01	San Diego 01/02	Ventura 95/96	Ventura 96/97
Probate & Guardianship	12,272	12,654	4,289	4,648	3,966	4,299	1,257	1,668
Family	35,706	37,501	20,255	25,557	14,296	14,189	3,773	3,791
Motor Vehicle Personal Injury, Death	11,909	12,332	4,091	4,302	3,641	4,013	725	665
Other Personal Injury, Death	9,625	8,476	2,578	2,625	1,622	1,766	660	708
Other Civil Complaints	29,489	31,649	8,677	9,192	7,599	8,338	1,460	1,372
Other Civil Petitions	101,187	126,949	17,637	16,692	25,549	21,535	7,273	7,171
Mental Health	711	785	1,624	1,686	538	522	26	91
Juvenile Delinquency	27,551	27,629	6,228	6,497	4,869	5,310	1,694	1,801
Juvenile Dependency	16,992	19,429	2,267	1,951	2,548	2,502	393	385
Small Claims	130,701	150,503	31,021	30,427	27,137	27,626	9,432	10,556
Civil Filings (Municipal Court)	198,989	200,880	38,601	36,649	33,920	32,985	7,856	8,024
TOTALS	575,132	628,787	137,268	140,226	125,685	123,085	34,549	36,232

5.8 Infrastructure 2Q 2002, Los Angeles, Orange, San Diego & Ventura

The following chart presents current systems infrastructure in the Issuing Courts.

Area	Los Angeles	Orange	San Diego	Ventura
WAN links	Predominately DS3 and 56KB	OC3, DS3, ATM (county)	PacBell SONET ATM	Predominately T1 and 56KB
Vertical building wiring	Predominately Gigabit fiber	Predominately Gigabit fiber	Predominately Gigabit fiber	Predominately Gigabit fiber
Desktop links	10MBPS hubs to 100 MBPS switched	10-100 MBPS switched	10 to 100 MBPS	10MBPS hubs to 100 MBPS switched
LAN network operating system	NT & NetWare	Netware, NT for apps	Windows 2000 Active	NT & NetWare

Desktop operating system	Windows 98/XP	Window 98, 2000	Windows 2000	Windows 95/98/2000
PC workstations	3 year replacement, various specifications	3 year replacement, various specifications	3 year replacement, various specifications	3 year replacement, various specifications