# United States Bankruptcy Courts for the Districts of New Jersey, Delaware, Eastern District of Pennsylvania, Middle District of Pennsylvania and Western District of Pennsylvania and the United States District Courts for the Middle District of Pennsylvania and the Western District of Pennsylvania

#### Collaborative I.T. Initiatives Grant Project Website Design / Content Management System (WD/CMS)

## REQUEST FOR QUOTATION & STATEMENT OF WORK

#### **Open Market - Best Value**

RFQ Number: USBC-NJ-WEB-2010-01

Request Date: June 3, 2010

Request Closing Date: June 17, 2010

#### TO:

#### **Instructions and Notes:**

- 1. Request for Quotation This is a Request for Quotation (RFQ) by the United States Bankruptcy Court for the District of New Jersey on behalf of the Collaborative I.T. Initiatives Grant Project Website Design / Content Management System (WD/CMS) for Open Market Pricing concerning the design of a model website and building of a content management system (the "Project"). This project is undertaken by the United States Bankruptcy Courts for the District of New Jersey, Delaware, Eastern District of Pennsylvania, Middle District of Pennsylvania and Western District of Pennsylvania and the United States District Courts for the Middle District of Pennsylvania and the Western District of Pennsylvania (the "Collaborating Courts") as described in the attached Statement of Work (SOW). All items should be quoted F.O.B. Destination.
- **2.** <u>Basis for Award of Fixed Price</u> A fixed price award from this RFQ shall be made based on the best value technically acceptable offer.
- **3. Submission of Quotations** Quotes must be emailed or delivered to the designated Court Contracting Officer identified below at the address provided, no later than 4:00 p.m. on the Requested Closing Date.

James J. Waldron, USBC Contracting Officer United States Bankruptcy Court District of New Jersey 50 Walnut Street

- **4.** <u>Price Quotation for Project Broken Down by Task</u> The attached quote sheet *must* be completed for a price quotation broken down by task. Please include all necessary supporting documentation.
- **5.** <u>Technical Proposal</u> A technical proposal describing the approach and project management must be submitted in accordance with the attached statement of work.

The technical proposal shall be no more than 10 pages, single sided and double spaced and shall address the following factors:

- a) Understanding of the SOW requirements;
- b) Feasibility and soundness of the technical approach and management approach to accomplish the SOW requirements in accordance with the Significant Dates and Schedule for Performance and Delivery set forth at Section 3 of the SOW;
- c) Past performance on projects of similar size and scope. The past performance submission shall not be counted toward the 10 page technical proposal submission.
- **6.** <u>Contractor's Statement</u> The Contractor's submission shall also include the following:
  - a) A statement indicating that the Contractor is not legally prohibited to conduct business with the United States Government;
  - b) A statement recognizing that any end product delivered by the Contractor as a result of this Project becomes the property of the Unites States Government. Any subsequent use of and distribution of the end product is within the exclusive control and discretion of the United States Government.
- 7. **References** At least three past performance references must be submitted with the proposal.
- **8.** <u>Bid Evaluation Factors</u> For this procurement, the following non-price evaluation factors are approximately equal in importance:
  - a) Technical approach;
  - b) Relevant past experience of the proposing company;
  - c) Experience of project personnel and relevant past performance.
- **9.** Source Selection Best Value Technically Acceptable Offer The non-price factors when combined are significantly more important than price.
- **10.** <u>Failure to Provide Required Information</u> If the proposing Contractor fails to provide the required information, including the information set forth at sections 4, 5, 6 and 7 above, or if the information supplied cannot be verified to the satisfaction of the Collaborating Courts, then the proposal may be rejected without further consideration.

**11.** <u>Contact Information</u> - All questions or clarification requests must be submitted in writing no later than three (3) working days prior to the Request Closing Date, preferably via email, to:

James J. Waldron, USBC Contracting Officer United States Bankruptcy Court District of New Jersey 50 Walnut Street Newark, NJ 07102 jim\_waldron@njb.uscourts.gov

All responses to questions and/or clarification requests shall be distributed in entirety and without identification of submitting party to all interested Contractors no later than two (2) days prior to the Request Closing Date, unless otherwise advised by the Collaborating Courts.

/s/James J. Waldron
James J. Waldron
Clerk
United States Bankruptcy Court District of New Jersey
Contracting Officer

Quote Sheet for RFQ Number: USBC-DNJ - WEB-2010-01

	<b>Short Description</b>	<u>List of Tasks</u>	<u>Unit Price</u>	<b>Extended Price</b>
1	Project Management	Meetings, agendas, project plan, etc. as defined in section 3.4.		
2	Stakeholder Analysis	Meetings, surveys, network topology, operational issues, summary of results.		
<u>3</u>	Website Design	Initial and final design detail including mockup, site map, accessibility, and interface as defined in section 3.5, 3.6, 3.7.		
4	Website Development	Development and coding of new website based on recommended design. Frame work shall be created by contractor with contents uploaded by court personnel.		
<u>5</u>	Reports and Evaluations	Design change log, audit and report, resolution of audit findings.		
<u>6</u>	Training and Support	Training and support materials as defined in section 3.1.13; site support for 90 days post launch with required changes as defined in section 3.1.12.		
7	Final Product Documentation	New website architecture including all aspects as defined in section 2.3.		

_	Documentation	aspects as defined i	in section 2.3.		
Con	tractor's Name: tractor's Address: tractor's City, State, and	Zip Code:			
Con	tractor's Street Address (	if different from abo	ove):		
Disc	Identification Number: ount Terms or Net 30: ormance Start Date:				
_	ature of Person Authoriz	•	Title	Date	

# United States Bankruptcy Courts for the Districts of New Jersey, Delaware, Eastern District of Pennsylvania, Middle District of Pennsylvania and Western District of Pennsylvania and the United States District Courts for the Middle District of Pennsylvania and the Western District of Pennsylvania

Collaborative I.T. Initiatives Grant Project Website Design / Content Management System (WD/CMS)

#### **STATEMENT OF WORK**

**USBC - DNJ - WEB - 2010 - 01** 

#### 1. TASK DESCRIPTION

The United States Bankruptcy Courts for the District of New Jersey seeks a contractor to undertake a formal collaborative process with senior court management, court IT developers, and the Collaborative Website Design / Content Management System (WD/CMS) Committee comprised of key stakeholders, to create a state of the art website design (through re-engineering of design look and feel, information architecture and content navigation) as well as to develop a customized content management system. The combined result of the new architecture shall be a single customizable template to be utilized by the Collaborating Courts, both Bankruptcy and District, at a reduced cost without having to duplicate effort.

The goal is to work with the Collaborating Courts to:

- (1) Provide a validated website design and structure, including all design code; web ready and copyright-free graphics and other design requirements necessary for integration with existing court data and communication services;
- (2) Develop a content management system framework based upon the open source software DRUPAL into which the Courts may upload their existing content.

The customizable single template must allow for:

- (1) Maintenance of local court expression by use of color and images on individual homepages;
- (2) Flexibility of content input recognizing variations among Bankruptcy and District Courts;
- (3) Diversity of participation by authorized staff of each of the Collaborating Courts.

Contractor shall provide assurance of design compatibility with court provided production hardware and software, and validate the accessibility and operational ability of the new site design.

Once the website is complete and after final review by the Collaborating Courts, the Contractor shall perform a thorough audit of the website security and provide resolution of any design flaws that present a security concern.

The new architecture for the website shall be launched initially by the Bankruptcy Court for the District of New Jersey at <a href="www.njb.uscourts.gov">www.njb.uscourts.gov</a>, and subsequently launched at the discretion of each Court, by the Bankruptcy Courts of Delaware, the Eastern District of Pennsylvania, Middle District of Pennsylvania and the Western District of Pennsylvania at <a href="www.deb.uscourts.gov">www.deb.uscourts.gov</a> <a href="www.deb.uscourts.gov">www.deb.uscourts.gov</a> and <a href="www.deb.uscourts.gov">www.pawb.uscourts.gov</a> respectively, as well as the District Courts of the Middle District of Pennsylvania and the Western District of Pennsylvania at <a href="www.pamd.uscourts.gov">www.pamd.uscourts.gov</a> and <a href="www.pawd.uscourts.gov">www.pawd.uscourts.gov</a> respectively.

Contractor shall use current market standards for design tools, programming languages, operational and security structures in the architecture of the new website.

Contractor shall provide training on design support and operational support including any required modifications for a period of ninety (90) days post launch.

The larger purpose of the Project is to create a web/content management tool that potentially goes beyond the needs of the Collaborating Courts and may be utilized by Courts nationally.

#### 1.1. INTRODUCTION

In February 2009, the Administrative Office of the United States Courts approved a collaborative IT initiative (the "Project") among the Collaborating Courts." The scope of this Project is dual faceted with regard to the selection of a Contractor to create a state of the art website design as well as to develop a customized content management system.

#### 1.1.1. Website Design.

Currently, Bankruptcy and District Court websites are content rich, highly visible resources that provide critical information to attorneys and the public. Based upon a review of the Collaborating Courts' current websites and their similar content and functionality, the work to be performed shall entail redesigning a single customizable template that shall enhance web presence and in so doing, create a model environment that is intuitive, streamlined, flexible and dynamic.

The Project shall involve a state of the art exploration of design look and feel, including page structure, color palette, typography, graphics and images. Recreating the navigation structure, nomenclature and flow shall ensure enhanced functionality.

#### 1.1.2. Content Management System.

In addition to the redesign of a website model environment, the work to be performed shall involve the usage of Drupal as the content management system of choice as selected by the Collaborating Courts. Specifically, Drupal shall be utilized for storing, controlling, versioning,

<sup>&</sup>lt;sup>1</sup>Various and detailed technical specifications of selected content management systems were set forth in spreadsheets and compared by the Collaborating Courts for their intended use. Goals of 6 | P a g e

and publishing Court specific documents. The content managed may include computer files, image media, audio files, electronic documents and Web content. The content of files may be made available among courts or among external users over the Web. In addition, launching the site with a customized content management system shall allow selected non-technical staff to directly manage the entire site, adding announcements to the bar and public, loading revised forms and updating capabilities and information without the need for programming or specific IT support. This shall further reduce the amount of time and resources it takes to manage the site on a day-to-day basis.

#### Functional Specifications of the Content Management System ("CMS")

The following desired functions of the CMS must be considered by the Contractor. The decision to use Drupal is based on our belief that the following functions can be implemented with Drupal.

- O CMS Access Control. This involves the identification of key users and their content management roles. Restricted and secured access shall be provided by the Collaborating Courts to these identified users to insert and modify web pages. Authentication process by way of recognized logins shall be required.
- o CMS Storage Control. This involves limiting the amount of storage available to the users to prevent overloading of the system.
- CMS content work flow Tasks. This involves providing a definition of the content work flow tasks, often coupled with event messaging so that content managers are alerted to changes in content. It also provides automatic notification of content expiration dates.
- o CMS versioning. This involves providing the ability to track and manage multiple versions of a single instance of content.
- o CMS audit trail. This involves providing the ability for the Collaborating Courts to have an audit trail and the ability to undertake transaction logging for security review.

the Project were reviewed, including creating a state of the art, visually appealing site, which is supported by a sound content management system that is user friendly, flexible and conducive to training of both technical and nontechnical staff as end users. Important considerations of development, training and support costs were reviewed as was the need to ensure security of the site. Based upon the research undertaken, Drupal was selected by the Collaborating Courts as the content management system most appropriate for this Project.

o CMS publishing ability. This involves the ability to publish the content to a repository to support access to the content. It further provides an important archival function to store aged content.

The website exists as a repository of gathered data. The research aspect of this Project has already been completed by the Collaborating Courts and involved reviewing and identifying the essential basic features of the home page web design template. This work included gathering all necessary information through meetings and conferences with stakeholders and reviewing and comparing existing sites. It also involved discussion and analysis concerning the goal of making the website template maximally user friendly without compromising depth of content or flexibility.

Based upon research and analysis already completed by the Collaborating Courts, certain common core components have been identified. These core components shall form the basis for the new design's "roadmap." Below is a list of these core components:

Local Rules(General/Standing Orders)

Forms/Manuals

CM/ECF (Case Management/Electronic Case Filing System)

PACER (Public Access)

Search

Announcements (What's New)

**Court Information** 

**Judges Information** 

**Opinions** 

ADR (Alternative Dispute Resolution)/Mediation

Financial (Fees)

**US Trustee Office** 

Filing without an Attorney (Pro Se)

Jury Information

Judicial Misconduct

Calendars-Hearing Dates

**Attorney Information** 

Judicial Preferences/Practices

CJA (Criminal Justice Act)

Court Technology

Significantly, although the Contractor shall provide the content management framework, the individual Collaborating Courts shall be responsible for the uploading of content.

#### 1.2. PURPOSE

The purpose of this RFQ/SOW is to define and procure the services of a contractor with expertise and experience in government website design and development, implementation and audit as well as content management, in order to accomplish the scope of work as defined below.

Upon successful completion of this project the Collaborating Courts shall have a fully designed website with all the expected functionality and design features defined by the Collaborating Courts and a fully functional framework for content management to support the site.

#### **1.3. SCOPE**

- **1.3.1.** Contractor shall schedule and conduct an initial meeting on site at the Court, where the stakeholders of the project contractor and representatives of the WD/CMS Committee shall discuss project expectations, requirements, schedules, and assignments.
- **1.3.2.** At the completion of the initial meeting, the Contractor shall develop and provide to the Collaborating Courts a project plan that fully defines the project milestones, schedules, and assignments, as decided at the initial meeting and as approved by the WD/CMS Committee.
- **1.3.3.** Contractor shall be responsible to maintain all project documentation throughout the life of the project, including but not limited to: the project plan, site design, site development, and supporting documentation. Necessary and appropriate documentation of all design and development features shall be provided to the Collaborating Courts upon completion of the project. The Contractor shall provide all the needed design reference material for court staff developers to build upon and maintain the site.
- **1.3.4**. Throughout the life of the Project, Contractor shall provide consulting to the Collaborating Courts on information architecture, content delivery, management and formatting.
- **1.3.5.** Contractor shall conduct at least three design review and sign-off meetings. The first meeting shall involve display, review and comment on the contractor's initial proposed designs for site and CMS. A second meeting shall involve a review of the revised design and CMS made pursuant to comments and feedback received at the initial design review meeting. The final meeting shall involve sign off on the final proposed design and CMS.
- **1.3.6.** Per the agreed-upon schedule, and from the design and architecture analysis, the contractor shall develop and prepare for operation a new site architecture including all required software design code, templates, and frames, that provides the look and feel as defined in the design review process. The new site architecture shall include all elements necessary to integrate with the court's production system (e.g. back-end and middleware products), and shall comply with all ADA/section 508 requirements.
- **1.3.7.** Contractor shall ensure the new site architecture includes an interface design that provides for an open source DRUPAL based content management. The design interface shall also provide for content from many sources (e.g., consumers, site content publisher, and site content administrator).
- **1.3.8.** Contractor shall ensure all templates scale to accommodate both dynamic and static content. The new infrastructure shall be engineered to allow for rapid development and implementation of new web pages and even entire sub-domains or sub-webs. In the event the Collaborating Courts elect to develop individual websites based on the original customizable  $9 \mid P \mid a \mid g \mid e$

design template, the Contractor shall provide all the needed design reference material for the Collaborating Courts' in-house programmers to develop and maintain the site.

- **1.3.9.** During the life of the Project, Contractor shall provide development consultation and support for the creation and use of a testing, staging and training platform.
- **1.3.10.** Contractor shall work with the Collaborating Courts' IT personnel to integrate the new website with existing data, security, and communication services and processes to ensure timely implementation of the new website and a smooth transition. Contractor shall ensure all aspects of the new site interface design operate as intended by the Collaborating Courts.
- **1.3.11.** Contractor, or authorized assignee, shall perform a complete pre-launch audit for security, accessibility, and usability of the site structure including all aspects of user interface. Contractor shall provide a report of the audit including the tools, practices, and resources used. The report shall detail by priority any concerns identified during the audit particularly involving security, and shall propose solutions to all concerns identified. Contractor shall work with the Collaborating Courts' website project managers to ensure that all concerns identified during the audit are resolved and retested to ensure resolution.
- **1.3.12.** Contractor shall provide support to the Collaborating Courts' IT personnel during the transition to live operations and for the first ninety (90) days of the new website's launch. During this period contractor shall make any required changes that are in compliance with the general basis of the originally agreed on design.
- **1.3.13.** Contractor shall provide a minimum of eight (8) hours of onsite training for end users (who shall be responsible for content upload) and sixteen (16) hours for IT personnel on website design, structure, support, and operation.
- **1.3.14.** Contractor shall provide all necessary design documentation, software licensing, copyright materials, and other documentation necessary for the ongoing operation and support of the site architecture as provided by contractor.

#### 1.4. SPECIAL REQUIREMENTS

Contractor must have advanced skills and experience in the design, development, and implementation of government website architecture. These skills must include the use of state-of-the-market tools, including knowledge of working with open source DRUPAL. In addition to design and development expertise and experience, Contractor must have the ability to perform a thorough audit of website security, accessibility and usability, and to resolve any issues that arise from the audit.

- **1.4.1.** Contractor must agree to be subject to background check and be in good financial standing.
- **1.4.2.** The Collaborating Courts undertake to ensure that this Project fully conforms to the Judiciary's Security Standards. Collaborating Courts shall work with the Wide Area Network **10** | P a g e

Management Branch of the United States Government to conduct a security audit of the resulting websites to insure that all security measures are in place.

**1.4.3.** Consistent with Project criteria fostering potential national application of the end product, funds of the Collaborating Courts may be used to create a pdf brochure to be attached to a broadcast email announcing the availability of the web design template. Any relevant Project information may also be posted to government internal websites.

#### 1.5 ADDITIONAL INFORMATION

In order to obtain access to the space and systems of the Court necessary for completion of the project defined in this statement of work and/or contract with the court, the contractor must certify under penalty of perjury to comply with all of the following provisions and requirements.

- **1.5.1.** Contractor shall submit a 'Contractor Personnel Access Application' for each employee who requires access to court space in order to work onsite, and must receive clearance by the U.S. Marshal's Service before the employee may work without constant monitoring by court personnel. Once clearance has been approved, and each time contractor arrives at the court, contractor must check in with assigned court personnel.
- **1.5.2.** Any court space and/or system access codes and/or passwords shall be safeguarded from unauthorized use and may not be provided to personnel other than those directly assigned to this project.
- **1.5.3.** All equipment, hardware, software, and/or services provided by the court are the property of the court and shall not be used, copied, and/or removed from court space without the express consent of the court contracting officer and the systems manager.
- **1.5.4.** Contractor shall take reasonable precautions in the handling and use of court materials to protect against unauthorized use and/or damage.
- **1.5.5.** Upon authorization to use and/or access court systems contractor shall ensure that all security precautions are taken during such use including: appropriate use of passwords, virus protection including current signature files, firewall protection including current version, and protection against unauthorized access.
- **1.5.6.** No software shall be loaded onto the court's network without the express consent of the CCO and SM.
- **1.5.7.** Internet use shall only be for official functions associated with the project and the following activities are prohibited:
  - **1.5.7.1.** Distributing unauthorized statements regarding agency policies or practices;

- **1.5.7.2**. Transmitting confidential information, except as required for the performance of official duties;
- **1.5.7.3.** Making unauthorized commitments or promises that might be perceived as binding on the government;
- **1.5.7.4.** Using subscription accounts or commercial services that are not expressly authorized:
- **1.5.7.5.** Hosting an unauthorized web site;
- **1.5.7.6.** Sending or displaying messages or pictures that are of an obscene or sexually explicit nature;
- **1.5.7.7.** Using the network connection for commercial purposes or private gain;
- **1.5.7.8.** Making or distributing unauthorized copies of copyrighted software, images, or text;
- **1.5.7.9.** Using the network for illegal activities.
- **1.5.8.** Contractor understands and agrees that all telecommunication and automated information systems are subject to monitoring to ensure proper function, to protect against improper or unauthorized use or access, and to verify the presence or performance of applicable security features or procedures, and for like purposes. Such monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, process, or stored in these systems by the user. If monitoring reveals possible evidence of criminal activity, such evidence may be forwarded to law enforcement personnel. The contractor expressly consents to such monitoring.
- **1.5.9.** These requirements shall remain in effect for the duration of the project.

Upon completion of the project the Contractor shall cease access to court space and/or systems, unless additional formal request is made. All information regarding court systems shall not be distributed nor discussed by the contractor with any other entity without the express consent of the WD/CMS Oversight Committee.

#### 2. DESCRIPTION OF DELIVERABLES

- **2.1**. Project Management
- **2.2.** Initial meeting agenda

- **2.3**. Project plan both soft and hard copy
- **2.4.** Stakeholder inquiry template
- **2.5.** Review of current new site design
- **2.6.** System Analysis and Design
  - **2.6.1.** Initial Design Detail including frame layouts, menus, breadcrumb navigation plan, user interface, accessible site map, and other pertinent configuration aspects.
  - **2.6.1.1.** Contractor shall be prepared to present via an actual website mockup on screen the initial design to a group of court personnel and answer questions regarding the design.
  - **2.6.2.** Final Design Detail including frame layouts, menus, navigation plan, user interface, accessible site map, and other pertinent configuration aspects.
  - **2.6.2.1**. Contractor shall be prepared to present via an actual web site on screen the final design to a group of court personnel and answer questions regarding the design.
  - **2.6.3.** Site Map including complete structure of website.
  - **2.6.4.** Accessibility design (including cross browser compatibility and multiple resolution support).
  - **2.6.5.** User interface design including flow charts of user interactions.

#### **2.7.** Final Product(s)

- **2.7. 1.** Everything needed for the Collaborating Courts' in-house programmers to complete the new website architecture based upon a uniform template structure that employs web best practices, accessibility, and provides for integration of the court's information architecture. This shall include, but is not limited to:
- **2.7.1.1.** Page mockups (semi functional)
- **2.7.1.2.** Web-ready graphics (suitable for color and black & white printing)
- **2.7.1.3.** Site navigation (storyboard/flowchart)
- **2.7.1.4.** Site maps
- **2.7.1.5.** Source code (html, etc.)
- **2.7.1.6.** Templates

- **2.7.1.7.** Scripts (e.g., Java)
- **2.7.1.8.** Style sheets
- **2.7.1.9.** Color scheme codes.
- **2.7.1.10.** All design documentation and other aspects are to be available to the court in electronic format.

#### 2.8 Written Reports and evaluations.

- **2.8.1.** Design change log detailing the date of the design change request, a description the design change, and the person requesting the change. Audit report findings including resolution of outstanding issues.
- 2.9. Training Materials.
- **2.9.1.** Associated software manuals.
- **2.9.2.** Training plan and references.
- 2.9.3. Supporting documentation.

#### 3. SIGNIFICANT DATES AND SCHEDULE FOR PERFORMANCE AND DELIVERY

The Project is to be operational within 4 months of the Project Start Date as set forth below.

#### 3.1. Significant Dates.

RFQ/SOW Release Date: June 3, 2010

Last Day for Submission of Contractor's Questions: June 14, 2010

Bid Submission Deadline for Contractors: June 17, 2010

Bid Selection Announcement: June 24, 2010

Project Start Date: July 1, 2010

3.2. Special Requirements.

Project Operational Date: November 12, 2010

**3.2.1.** A minimum of three meetings with representatives of the Collaborating Courts shall be held between the Project Start Date and the Project Operational Date. Meetings are to obtain a

demonstration by the Contractor of progress.

**3.2.2.** Representatives of the Collaborating Courts shall conduct status telephone conferences **14** | P a g e

with the Contractor on an as needed basis, at a minimum of once per week. Weekly telephone conferences are scheduled to obtain a progress report on the evolution of the website design and content management system and to ask and receive answers to any questions either the Contractor or representatives of the Collaborating Courts may pose. Written weekly progress reports documenting the telephone conferences are to be provided by the Contractor to the Collaborating Courts.

- **3.3.** Contractor shall schedule the Collaborating Courts initial meeting agenda within (5) business days of Contractor acceptance. Collaborating Courts and Contractor shall agree to the initial meeting within fifteen (15) business days of Contractor acceptance. Contractor shall schedule the Collaborating Courts initial meeting agenda within five (5) business days of contractor acceptance. Collaborating Courts and Contractor shall agree to the initial meeting within fifteen (10) business days of Contractor acceptance.
- **3.4.** The project plan including expectations, schedule, milestones, assignments, and deliverables shall be provided by the Contractor within ten (10) business days after the initial meeting. The Collaborating Courts shall have a period of five (5) business days to evaluate the project plan and to request any changes. Contractor shall have a period of five (5) additional business days to update the plan and submit the final project plan.
- **3.5.** Contractor shall provide a rendering or mock up of the website and schedule the initial design review within thirty (30) business days of court acceptance of the final project plan.
- **3.6.** Contractor shall provide the final website design detail, and schedule the final design review within thirty (30) days of the initial design review incorporating court comments.
- **3.7.** Contractor shall provide the finished website design product for implementation no later than thirty days (30) days after the final design review and approval.
- **3.8.** Contractor shall provide all supporting materials and training instruction no later than five working days before the website go-live date. This includes user's manual, systems administration manual, and installation documentation.
- **3.9.** All schedules are subject to change by written agreement between the Contractor and the WD/CMS Committee.

#### 4. REVIEW AND ACCEPTANCE OF DELIVERABLES

All deliverables shall be presented to the Collaborating Courts for acceptance per the contract and/or project plan, unless otherwise agreed by the Collaborating Courts. The Collaborating Courts shall have a period of five working days to accept, reject or object to a deliverable; otherwise the deliverable shall be considered accepted. Requirements for acceptance of an unacceptable deliverable must be negotiated by the contractor with the WD/CMS Oversight Committee. All corrections to deliverables are to be accomplished at no additional cost to the Collaborating Courts.

#### 5. LOCATION OF PERFORMANCE

The Contracting Court's website's physical location is:

United States Bankruptcy Court District of New Jersey Clerk's Office Martin Luther King Federal Courthouse 50 Walnut Street Newark, NJ 07102

Hours of business are 9:00 a.m. to 5:00 p.m.

Design and content management development work is to be performed at the Contractor's location.

#### 6. GOVERNMENT FURNISHED PROPERTY

#### 6.1. Applicable Standards.

The Collaborating Courts met to establish standards on which this product should be based. With the goals of reducing the overall cost of the Project and using industry standards, the Collaborating Courts have selected the following standards:

- Drupal version 6. (Current version is 6.16);
- Linux (Preferable Red Hat v.5):

Hardware and software for the Project shall be provided by the Collaborating Courts.

#### 7. TRAVEL AND PER DIEM REQUIREMENTS

All travel and per diem associated with this project is the responsibility of the traveling party.

#### **Collaborating Court Unit Executives**

Name: James J. Waldron Position: Clerk of Court

Court: U.S. Bankruptcy Court - District of New Jersey

Name: David D. Bird
Position: Clerk of Court

Court: U.S. Bankruptcy Court - District of Delaware

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Name: Timothy McGrath Position: Clerk of Court

Court: U.S. Bankruptcy Court - Eastern District of Pennsylvania

Name: John J. Horner
Position: Clerk of Court

Court: U.S. Bankruptcy Court - Western District of Pennsylvania

Name: Mary D'Andrea Position: Clerk of Court

Court: U.S. District Court - Middle District of Pennsylvania

Name: Robert V. Barth Jr. Position: Clerk of Court

Court: U.S. District Court- Western District of Pennsylvania

Name: Terry Miller Position: Clerk of Court

Court: U.S. Bankruptcy Court- Middle District of Pennsylvania

#### **WD-CMS Project Committee**

Chief Judge Judith H. Wizmur

Court: U.S. Bankruptcy Court - District of New Jersey

Project Manager: Jeanne Naughton

Position: Staff Attorney

Court: U.S. Bankruptcy Court - District of New Jersey

Co-Project Manager: Mohung Wong

Position: Chief Deputy of Information Technology Court: U.S. Bankruptcy Court - District of New Jersey

Assistant Project Manager: Melissa Hughes

Position: Management Analyst

Court: U.S. Bankruptcy Court - District of New Jersey

Roy Kerekanich

Position: Systems Manager

Court: U.S. Bankruptcy Court - Western District of Pennsylvania

Fred Skaluba

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Position: Director of Information Technology

Court: U.S. District Court - Middle District of Pennsylvania

Tim O'Hora

Position: Systems Administrator

Court: U.S. Bankruptcy Court - District of Delaware

Rodger Leasure

Position: Systems Manager

Court: U.S. District Court - Western District of Pennsylvania

Dan Wilt

Position: Webmaster

Court: U.S. District Court - Western District of Pennsylvania

Don Lindemuth

Position: Assistant Systems Manager

Court: U.S. Bankruptcy Court - Middle District of Pennsylvania

Ken Smith

Position: Automation Specialist

Court: U.S. Bankruptcy Court - Eastern District of Pennsylvania

### PURCHASE ORDER TERMS AND CONDITIONS Provisions and Clauses

### I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer shall make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

http://www.uscourts.gov/procurement/clauses.htm

2) Clause B-5 Clauses Incorporated by Reference (OCT 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.uscourts.gov/procurement/clauses.htm">http://www.uscourts.gov/procurement/clauses.htm</a>

3) The following clauses are included by reference:

#### Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JAN 2010)

(The contracting officer shall attach any other applicable standard judiciary provisions or clauses. The contracting officer shall not include provisions or clauses which are already in the clause 3-3. CO Note: Before including additional provisions or clauses refer to the Guide to Judiciary Policy, Vol 14: Procurement, Chapter 1, <u>Appx 1B</u> to determine, if the provision or clause can be included by reference or must be included in full text.)

(If estimated cost is over \$2,500, the CO shall complete the following blanks.)

This Statement is for Information Only. It is not a Wage Determination.

<b>Employee Class</b>	Monetary Wage-Fringe Benefits		
19   P a g e			

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Wage	Wage Rate Determination					
	imated cost is over \$2,500, attach the Department of Labor wage rate nination here.)					
Provi	sion 3-5, Taxpayer Identification (JAN 2003)					
control conso "Taxp the In other identification (b) A provise report regular requira 31 p (c) The amount 7701(TIN p	Definitions.  mon parent," as used in this provision, means that corporate entity that owns or ols an affiliated group of corporations that files its federal income tax returns on a lidated basis, and of which the offeror is a member.  Dayer Identification (TIN)," as used in this provision, means the number required by ternal Revenue Service (IRS) to be used by the offeror in reporting income tax and returns. The TIN may be either a social security number or an employer fication number.  Ill offerors shall submit the information required in paragraphs (d) through (f) of this sion to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), ting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing utions issued by the IRS. If the resulting contract is subject to the payment reporting rements, the failure or refusal by the offeror to furnish the information may result in the tercent reduction of payments otherwise due under the contract.  TIN may be used by the government to collect and report on any delinquent aris arising out of the offeror's relationship with the government (31 U.S.C. c.)(3). If the resulting contract is subject to payment recording requirements, the provided hereunder may be matched with IRS records to verify the accuracy of the or's TIN.  Taxpayer Identification Number (TIN):					
[]	TIN has been applied for. TIN is not required, because:					
[] [] [e) [] [] 20   P a	Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  Offeror is an agency or instrumentality of a foreign government;  Offeror is an agency or instrumentality of the federal government.  Type of organization: sole proprietorship; partnership; corporate entity (not tax-exempt);					

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<ul> <li>[] government entity (federal, sate or local);</li> <li>[] foreign government;</li> <li>[] international organization per-26 CFR 1.6049-4;</li> <li>[] other</li></ul>		corporate entity (tax-exempt);
<ul> <li>international organization per-26 CFR 1.6049-4;</li> <li>other</li></ul>	[]	government entity (federal, sate or local);
[] other  (f) Common parent.  [] Offeror is not owned or controlled by a common parent as defined in paragra  (a) of this provision.  Name and TIN of common parent  Name	[]	foreign government;
<ul> <li>(f) Common parent.</li> <li>[] Offeror is not owned or controlled by a common parent as defined in paragra         <ul> <li>(a) of this provision.</li> </ul> </li> <li>Name and TIN of common parent</li> <li>Name</li> </ul>	[]	international organization per-26 CFR 1.6049-4;
Offeror is not owned or controlled by a common parent as defined in paragra  (a) of this provision.  Name and TIN of common parent  Name		[] other
(a) of this provision.  Name and TIN of common parent  Name	<i>(f)</i>	Common parent.
Name and TIN of common parent Name	[]	Offeror is not owned or controlled by a common parent as defined in paragraph
Name		(a) of this provision.
	Name	and TIN of common parent
TIN	Name	
	TIN	