



REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA**

REGARDING:

Digital Copiers/Managed Print Services

RFP Number SC 015/049

PROPOSALS DUE: OCTOBER 5, 2015

BY 3:00PM

1. BACKGROUND INFORMATION

1.0 Background

The Superior Court of California, County of Alameda (“Court”) is the fifth largest trial Court of general jurisdiction in California with 73 Judicial Officers. The Court employs approximately 700 staff in more than 120 different job classifications to perform a wide range of Court-related functions. Cases are heard in thirteen (13) Courthouses located across the county.

1.1 Project Overview

The Court is requesting proposals from highly qualified Contractors with expertise in providing Digital Copiers and/or Managed Print Services. Contractors are encouraged to submit proposals for either one (1) of or both Scopes of Work.

The anticipated term of such contract(s) would be five (5) years.

2. DESCRIPTION OF GOODS AND/OR SERVICES

See Attachment A-1 and Attachment A-2 for full Scope of Work for this RFP

3. TIMELINE FOR THIS RFP

3.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP Issuance through Start Date of New Contract.

All deadlines are subject to change at the Court’s discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	RFP Issued	August 27, 2015
2	Deadline for Questions	September 10, 2015
3	Questions and answers posted	September 15, 2015
4	Latest date and time proposal may be submitted	October 5, 2015, 3:00PM
5	Evaluation of proposals (<i>estimate only</i>)	Week of October 19, 2015
6	Oral Presentations (<i>estimate only</i>)	Week of November 2, 2015
7	Notice of Intent to Award (<i>estimate only</i>)	December 1, 2015
8	Negotiations and execution of contract (<i>estimate only</i>)	December 7, 2015
9	Notice of Award (<i>estimate only</i>)	December 14, 2015
10	Contract start Date (<i>estimate only</i>)	January 1, 2016
11	Contract end Date (<i>estimate only</i>)	December 31, 2020

4. RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Proposer's Acceptance of Terms and Conditions	On this form, if exceptions are identified, proposers must submit (i) a red-lined version of Attachment B – Standard Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court.
Attachment 3: Payee Data Record Form	This form contains information the Court requires in order to process payments.
Attachment 4: DVBE Bidder Declaration	This form should be completed and submitted with proposal if vendor is declaring DVBE participation.
Attachment 5: DVBE Declaration	This form should be completed and submitted with proposal if vendor is requesting to participate in the RFP and claim DVBE incentive.
Attachment 6: Small Business Participation	The form should be completed and submitted with proposal if vendor is requesting to participate in the RFP and claim small business preference.
Attachment 7: General Certifications Form	Proposer must complete the General Certification and submit the completed certification with its proposal.
Attachment 8: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

5. PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal Conference. All questions and/or requests for modification or clarification must be submitted directly through bidquestions@alameda.courts.ca.gov.

6. SUBMISSION OF PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
 - a. The Proposer must submit **one (1) original and five (5) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and five (5) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Attention: Ashley Hernandez
Fiscal Services Specialist
1225 Fallon Street
Oakland, CA 94612

6.4 Late proposals will not be accepted.

6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx) or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 **PROPOSAL CONTENTS**

7.1 **Executive Summary**

The Contractor must provide an Executive Summary of its proposal. The Executive Summary should be a “high-level”, general overview of how the Contractor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Contractor’s understanding of the requirements.

The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
- c. Model number(s), specifications, or other description of the goods the Proposer proposes to supply to the Court, including warranty information.
- d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has provided similar goods. The Court may check references listed by the Proposer.
- e. For each key staff member: a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.
- f. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- g. Proposed method to complete the work.
- h. Acceptance of the Terms and Conditions.
 - i. On Attachment 2, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- i. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 7) and submit the completed form with its proposal.

- ii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iii. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- iv. Proof of financial solvency or stability (e.g., balance sheets and income statements).

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

7.2 Technical Approach and Methodology

7.2.1 Work Plan and Methodology

Contractor shall provide a specific, detailed work plan that describes how the Contractor intends to provide the requested services which are set forth in Attachments A-1 and A-2, Scopes of Work (“SOW”).

Explain, in full detail, how the Contractor will meet all the needs of the Court detailed in the SOW. Contractor should not summarize its services in this section. Rather, explain exactly how the Contractor can meet Court’s needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Court, etc.

As part of the Work Plan and Methodology, if applicable to the SOW, Contractor should respond to the SOW requirements item by item and explain how Contractor can/cannot meet each requirement of the SOW.

Contractor should demonstrate a clear understanding of the tasks and the potential problems in meeting the SOW requirements. The Contractor should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.

7.3 Cost Proposal

7.3.1 Government Rates

It is expected that all Contractors responding to this solicitation will offer the Contractor’s government or most favorable comparable rates.

7.3.2 Pricing and Price Adjustments

Contractor must submit pricing in the form and format as specified in this RFP.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employee’s wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor’s invoice.

The prices proposed in the Contractor’s response will be valid for a minimum of 150 days following the Submission Deadline for the RFP.

The Contractor’s cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The Contractor must explain the proposed process to implement price changes, and how the Court will be notified.

It is unlawful for any person engaged in business within this State to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions code.

If applicable, Contractor should suggest a Payment Milestone Schedule in accordance with the Contractor’s Work Plan.

7.4 Required Proposal Forms and Documents

In addition to the items described above in Sections 8.1 through 8.3, et seq, all Proposers must also complete and submit all required Documents.

8. OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9. EVALUATION OF PROPOSALS

9.1 Evaluation Committee

The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any Contractor.

9.2 Evaluation of Cost Sheets/Cost Proposals

Cost sheets, cost proposals, and/or submitted quotes, may be reviewed only if a proposal is determined to be otherwise qualified.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

9.3 Requests for Additional Information

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

9.4 Minimum Qualifications

To be considered for full evaluation and possible award, Contractors **must** meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Contractor and any proposed Subcontractors):

No.	Minimum Qualifications
1A	Five (5) or more years of experience providing high quality Digital Copiers for government entities, public sector clients, or similar clients. Such services to be the same or substantially similar to those described in Attachment A-1, Scope of Work. Contractor’s proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
1B	Five (5) or more years of experience providing high quality Managed Print Services for government entities, public sector clients, or similar clients. Such services to be the same or substantially similar to those described in Attachment A-2, Scope of Work. Contractor’s proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
2	Contractor shall not be currently under suspension or debarment by any state or federal government agency and Contractor shall not be tax delinquent with the State of California or Federal Government (reference Additional Document, “Bidder/Proposer Submissions Forms & Certifications”).

3	Contractor must hold any/all required licenses and permits to conduct business in State of California, County of Alameda and, if a Corporation, must be in good standing with the State of California in regard to Attachments A-1 and A-2, Scopes of Work. (reference Additional Document, “Bidder/Proposer Submissions Forms & Certifications”)
4	Contractor must meet insurance requirements, or show proof of ability to meet the requirements of such coverage, as set forth in <u>Attachment B – Model Agreement</u> .
5	Contractor shall certify that it has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities. (reference Additional Document, “ Bidder/Proposer Submission Forms & Certifications”).
6	Pursuant to Public Contract Code (PCC) section 2204, an Iran Contract Act certification is required for solicitations of goods or services of \$1,000,000 or more. Contractor must complete the Iran Contracting Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, “Iran Contracting Act Certification Form”).

The Contractor must state specifically in its Executive Summary how it meets/complies with, or will meet/comply with each minimum qualification specified above. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications may be considered for a full evaluation and a possible contract award.

If a contract will be awarded, the Court will post an intent to award notice at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>

9.5 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court and the community which the Court serves.

The Court will evaluate the proposals using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

Criteria	Weight
<p>1. Experience in Providing High Quality Services of the Type in this RFP in Similar Assignments; Credentials of staff to be assigned to the project.</p> <p>Contractor must specifically indicate in its proposal the number of years of experience in providing the services as required by this criterion.</p> <p>Contractor must specifically indicate in its proposal how the assignments it deems as similar are in fact similar to the services required by the Court.</p> <p>Contractor must provide copies of all applicable licenses, certifications, or other credentials for all staff tasked with performing the services required by the Court.</p>	25%

<p>2. Quality of Work Plan in Proposal; Commitment to high quality customer service; Ability to Meet Timing Requirements: Response Time / Project Startup / Ongoing Project Management</p> <p>Contractor must provide in its proposal an in depth description as to how it plans to provide the services required by the Court.</p> <p>Contractor must specifically provide in its proposal its customer service plan including, but not limited to:</p> <ol style="list-style-type: none"> 1) Organizational structure; 2) Contact process (phone, email, fax, etc.); 3) Follow up process and turnaround time; 4) Internal procedures to track customer service contact and resolution; and, 5) Escalation process to resolve outstanding customer service issues. <p>Contractor must specifically provide in its proposal how it is able to meet such timing requirements.</p>	<p>15%</p>
<p>3. Cost/Pricing factors.</p> <p>Cost/Price must be all inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason. Markup, Overhead, and Profit must be included in Contractor's Cost/Price proposal at time of submission.</p>	<p>40%</p>
<p>4. Financial viability and stability.</p> <p style="padding-left: 40px;">a. Contractor must submit a full detailed copy of its Dun & Bradstreet Credibility Corp. report with its proposal: <u>or,</u></p> <p style="padding-left: 40px;">b. Contractor must submit Financial and Bankruptcy and Litigation identification for the preceding three (3) years with its proposal.</p>	<p>10%</p>
<p>5. Acceptance of the Terms and Conditions provided in the Court's Model Contract.</p> <p>By not taking exception to any specific term, provision, or condition, Contractor shall be deemed to have accepted the Court's Model Contract "as is".</p>	<p>10%</p>

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

10. INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11. CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable

public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12. DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 2.5 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 4). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 5) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13. SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the Court’s sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to

5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Proposer must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 6). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

14. PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is October 5, 2015. Protests must be sent to:

Court Executive Officer
1225 Fallon Street, Room 209
Oakland, CA 94612

15. ADDITIONAL ATTACHMENTS

Attachment A-1, Scope of Work – Digital Copiers	Pages 33 – 38
Attachment A-2, Scope of Work – Managed Print Services	Pages 39 – 45
Attachment B, Standard Agreement, Includes:	Pages 46 – 78
➤ Contract Coversheet	
➤ Exhibit A: Definitions	
➤ Exhibit B: Scope of Work	
➤ Exhibit C: General Terms and Conditions	
➤ Exhibit D: Supplemental Terms and Conditions	
➤ Exhibit E: Payment Provisions	
Attachment C-1, Pricing Sheets – Digital Copiers Pricing Sheet	Pages 79 – 83
Attachment C-2, Pricing Sheets – Managed Print Services Pricing Sheet	Pages 84 – 86

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(IT GOODS AND SERVICES)

1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to bidquestions@alameda.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and how they were corrected, and given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. The Court will follow the following process in evaluating proposals.
 - 1. The Court will first open the non-cost portion of each proposal received by the appropriate deadline to confirm that it meets the format requirements specified in the RFP.
 - 2. The Court will complete its evaluation of the non-cost portions of all such proposals using the methods specified in the RFP.
 - 3. The Court will publish the results of the completed non-cost evaluation at the following location: bidquestions@alameda.courts.ca.gov. Because the small business preference and DVBE incentive cannot be properly applied until both the non-cost and cost portions of the proposals have been scored, these factors will be excluded when publishing the results of the completed non-cost evaluation.
 - 4. The Court will publicly open the cost portion of the proposals as specified in the RFP. The Court will not, however, open the cost portion of any proposal determined to have a material deviation in the non-cost portion.
 - 5. The Court will evaluate the cost portion of the proposals opened in item A.4 above. All figures entered on the cost portion must be clearly legible.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. The Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services ("Small Business Procedures") address the resolution of certain ties involving the small business preference. In the event of a tie not addressed in the Small Business Procedures, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.
- C. Upon a Proposer's timely request, the Court may consider a Proposer's "best financing alternative" (including lease or purchase alternatives). If the RFP is posted more than 30 days before the proposal due date and time listed in the timeline of the RFP, the Proposer's request must be received by the Court at least 30 days before the proposal due date and time. If the solicitation is posted less than 30 days before the proposal due date and time, the Proposer's request must be received by the Court by the day that is halfway between the posting date and the proposal due date. The Court may determine that a specific financing alternative should not be considered.

11. AWARD AND EXECUTION OF AGREEMENT

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

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

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

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Court Executive Officer.

16. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

Proposals in response to procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM) agreements, remarketing agreements) that may foreseeably allow the Proposer to benefit materially from the Court's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

END OF ATTACHMENT 1

ATTACHMENT 2

PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

1. Proposer accepts Attachment 2: Court Standard Terms and Conditions ("Attachment 2") without exception.

OR

2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

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

ATTACHMENT 3

PAYEE DATA RECORD (in lieu of IRS W-9) Required in lieu of IRS W-9 form when receiving payments from the Judicial Council of California (JCC) on behalf of the Superior Courts of California			
1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address: Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798		
SECTION 2 THRU 5 TO BE COMPLETED BY VENDOR			
2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN		
	BUSINESS NAME - IF DIFFERENT FROM ABOVE	E-MAIL ADDRESS	
	REMITTANCE MAILING ADDRESS	BUSINESS ADDRESS (if different from remittance mailing address)	
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
	PHONE NUMBER	FACSIMILE NUMBER	
3 Payee Entity Type Complete One Box Only	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _ <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> EXEMPT (NON-PROFIT) <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> CORPORATION – LEGAL <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> CORPORATION – MEDICAL <input type="checkbox"/> OTHER – <input type="checkbox"/> ESTATE OR TRUST <hr/> <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR		
	ENTER SOCIAL SECURITY NUMBER (SSN) _ _ _ - _ _ - _ _ <i>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.</i>		
4 Resident Status <small>check the appropriate box</small>	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business <input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding. <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached		
5 Certification <small>NOTE See instructions on page 2</small> Vendor Contact Information and signature	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person, as defined by the IRS. I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE
SECTION 6 TO BE COMPLETED BY COURT			
6	Please choose from the JCC Vendor category below to help us expedite payment		

Vendor Category	<input type="checkbox"/> ARBITRATOR <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> OTHER (<i>description required</i>)			
	<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GRAND JURY <input type="checkbox"/> RENT <input type="checkbox"/> SETTLEMENTS/AWARDS			
	<input type="checkbox"/> COURT APPT. COUNSEL <input type="checkbox"/> INTEREST PAYMENTS ONLY <input type="checkbox"/> DECEASED FINAL PAYMENT			
	<input type="checkbox"/> COURT REPORTER <input type="checkbox"/> COURT INTERPRETER: (<i>indicate language</i>)			
	<input type="checkbox"/> EMPLOYEE <input type="checkbox"/> MEDIATOR <input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS			
Court Contact	COURT CONTACT NAME		PHONE NUMBER	EMAIL
	FOR JCC USE ONLY (Form updated 08/26/2014)			
Assigned Vendor Number		Assigned By:		

Requirement to Complete Payee Data Record	
<p><i>A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.</i></p>	
SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR	
2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p>Certification Instructions: You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>
SECTION 6 TO BE FILLED OUT BY COURT	
6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>

Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

END OF ATTACHMENT 3

ATTACHMENT 4

BIDDER DECLARATION

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the "Bidder Declaration Instructions" prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DGS Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

- A. State the percentage of the contract work Bidder will subcontract: _____
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

- C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: _____
2. DVBE Subcontractor contact person: _____
3. DVBE Subcontractor address: _____
4. DVBE Subcontractor phone number: _____

5. DVBE Subcontractor email: _____
6. DVBE Subcontractor's DGS Supplier ID number: _____
7. DVBE Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract: _____

10. Explain how the DVBE Subcontractor is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder’s BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (Authorized Signature)." Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

END OF ATTACHMENT 4

ATTACHMENT 5

DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)

Principal Name: _____ Principal Phone: _____

Principal Address: _____

Disabled veteran owners and managers of the DVBE: (*attach additional sheets if necessary*)

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

Disabled veteran managers of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a Court], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number, address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

END OF ATTACHMENT 5

**ATTACHMENT 6
SMALL BUSINESS DECLARATION**

Complete this form only if the Proposer will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

If the Proposer is not a Small Business, skip this section.

1. DGS Supplier ID number: _____
2. Small Business Certification active from _____ to _____
3. Will the Proposer subcontract any portion of the contract work to subcontractors? _____

If yes:

- A. State the percentage of the contract work the Proposer will subcontract: _____
- B. Describe the goods and/or services to be provided by the Proposer itself in connection with the contract: _____

- C. Explain how the Proposer is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")

4. The Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF THE PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Proposer is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. The Proposer must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind the Proposer to this certification. This certification is made under the laws of the State of California.

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

SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, and (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness.

If the Proposer will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or the Proposer does not claim the small business preference, the Proposer should not complete the Small Business Declaration.

The Court will determine whether the Proposer is eligible to receive the small business preference based on information provided in the Small Business Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if the Proposer is not itself a Small Business.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If the Proposer will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If the Proposer will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by the Proposer to all subcontractors divided by the Proposer’s total proposal price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by the Proposer to subcontractors is \$35,000 and the Proposer’s total proposal price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Proposer itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Proposer’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.
4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter from DGS. The Proposer must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if the Proposer is not an NVSA.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

3. Each entity certified as an NVSA by DGS will have received a certification approval letter. The Proposer must submit a copy of its certification approval letter.

Instructions for Section III

Provide the Proposer's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Proposer representative in the box labeled "*By (Authorized Signature)*." Provide the name and title of the authorized Proposer representative, and the date, county, and state where that person signed the certification, in the appropriate boxes.

END OF ATTACHMENT 6

ATTACHMENT 7

GENERAL CERTIFICATIONS FORM

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

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

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

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

Check box to indicate acceptance of the clauses above.

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

ATTACHMENT A-1
SCOPE OF WORK DIGITAL COPIERS

1. BACKGROUND

The Superior Court of California, County of Alameda (“Court”) is seeking proposals from qualified providers (“Contractor”) of Digital Copiers in order to establish an annual source, or sources, for Digital Copiers including, but not limited to, actual copier equipment, consumable supplies (with the exception of paper), emergency and non-emergency repair service, preventive maintenance, and operative training services through Lease or Rental.

The current total average copy volume per year is approximately 1,000,000 or an average of 83,000 per month. The Court anticipates this volume may increase by five percent (5%) over the next fiscal year.

2. CONTRACTOR QUALIFICATIONS

2.1 Contractor shall have been in the business of providing, installing, maintaining, and servicing Digital Copiers for a minimum of five (5) years.

2.2 Contractor’s principal business shall be the sale/lease of Digital Copiers.

2.3 Contractor’s Service Technicians shall have been trained to properly service and maintain the equipment offered in its proposal. Contractor to provide proof of such training in its proposal.

3. GENERAL REQUIREMENTS

3.1 Contractor must have customer support personnel to assist the Court in determining network requirements.

3.2 Equipment Delivery. Contractor shall be responsible for all tasks associated with the delivery, setup, and installation of equipment, accessories, and software to make all copiers fully operational. Delivery shall include, but not be limited to, network installation; removal of waste material(s); and, scheduling and arranging user training as requested by the Court.

3.3 Replacement Copiers. Replacement copier(s) are defined as copier(s) that will be installed to replace a malfunctioning copier and will remain on site for the term of the contract. All replacement copiers must be new and greater than or equal to original. Back-up copiers (loaners) are defined as copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until replacement copier(s) is installed. Back-up equipment will be replaced within thirty (30) days with the original machine or a new replacement.

3.4 Problem Machine Replacement. Machines having demonstrated a history of “excessive down time” shall be replaced by Contractor with a new machine of equal or better features, unless the Court declines. Excessive down time shall be defined as six (6) or more service calls in one (1) month (30 consecutive days). Down-time shall be calculated from the time the Court places service call and ends when machine is up and running.

4. CONTRACTOR RESPONSIBILITIES

4.1 Contractor shall ensure that no equipment or supplies will be delivered to the Court Location(s) prior to the date(s) agreed upon in the phase-in schedule by the Court’s authorized representative. The Court will not be responsible for any unauthorized deliveries.

4.2 Contractor shall be responsible for all material(s) shipped prior to and during installation until the Court gives acceptance of the material(s) in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the Court is the responsibility of the Contractor.

4.3 Contractor shall be responsible for and provide all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly, and inspection prior to and after installation of all equipment under

the contract.

4.4 Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof.

4.5 Contractor shall remove from the premises all crates, wrappings, and other flammable waste materials or trash. If premises are not properly maintained, the Court may have any accumulations of non- recyclable waste materials or trash removed with costs to be incurred by the Contractor as deemed appropriate.

4.6 Contractor shall designate a Copier Program Manager who will be authorized to make decisions on behalf of Contractor to ensure that the contract implementation and day-to-day operation is as specified, and who will serve as a point of contact for the Court authorized representative.

4.7 It will be the responsibility of Contractor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the Court.

4.8 Contractor shall provide for each Court Location, at no additional cost and in unlimited quantities, an operator training program for a primary operator, a backup key operator, and an operations demonstration for the casual user to be scheduled at mutually agreed upon times during the initial installation and quarterly thereafter, if requested.

4.9 Contractor shall be responsible for notifying the Court when a copier is discontinued by the manufacturer and becomes unavailable. As requested by the Court, any discontinued model shall be replaced by Contractor, regardless of condition, with a replacement copier of equal or greater technology which offers the same or better features than the discontinued model. All replacement models of discontinued models will require Court approval.

4.10 At any time during the contract period, should Contractor introduce new or improved models of copiers as replacements for models initially provided under the contract, Contractor shall submit in writing to the Court authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.

4.11 Contractor shall provide adequate staff to perform services required by contract in a manner satisfactory to the Court.

4.12 Contractor shall prepare and maintain a comprehensive Digital Copiers manual designed to document the Digital Copiers and Service functions, guide trained users and train future users.

4.13 Contractor must offer future upgrades or modifications to Digital Copiers.

4.14 Parts and Consumable Supplies. Contractor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the individual copier sites. If adequate stock is not available at a site, the Contractor must deliver the necessary items within four (4) hours on-site after receipt of a verbal request. It is the responsibility of the Contractor to track the inventory and usage of supplies to ensure adequate availability.

All parts and components shall be new Original Equipment Manufacturer ("OEM"), or rebuilt OEM parts by the manufacturer of the equipment. All rebuilt OEM parts shall be certified as equal to or greater than new OEM parts by the manufacturer. All rebuilt parts shall be accompanied by a complete description of the rebuild process used by the manufacturer in creating the recycled parts.

5. EQUIPMENT REQUIREMENTS

Digital Copiers proposed must be new and currently in production. New equipment is defined as: *newly assembled equipment that is factory produced and assembled for the first time which contain new components that have been fully*

inspected, tested, and fully meet product performance and reliability specifications.

The Court shall be the first user of the new equipment. There shall have been no previous placements on rental, lease, or loan. Equipment shall never have been placed in Contractor's or its customers' locations as a demonstration unit to include employee home offices.

5.1 Minimum Technical Specifications. Proposed copiers must meet the minimum specifications set forth below; however, Contractor may exceed the minimum copier features by proposing faster, larger, and/or more featured machines. Proposed Copiers shall:

- A. Have copying, scanning, faxing and printing capability.
- B. Have digital technology.
- C. Incorporate a digital scanner to digitize the image, store the image in memory, and produce copies from memory.
- D. Use "scan once, print many" technology.
- E. Be compatible with networking protocol TCP/IP and be capable of operating from Windows NT, Windows 7, Novell, Windows 98, Windows 2000, Windows XP, Macintosh OS/8, Rightfax, and HP printer drivers.
- F. Have 10/100MB Ethernet connection. (Stand alone; Non-networked copiers do not need to be equipped for connectivity)
- G. Have the capability of upgrading to network connectivity and be Post Script II and III compliant.
- H. Use code capabilities for printing out usage reports by department.
- I. Be capable of Reduction/Enlargement rates of 25-400% in 1% increments.
- J. Have automatic two-sided copying capable of 1:2, 2:2, and 2:1.
- K. Have offset stacking and finishing capabilities with a minimum two (2) stapling positions.
- L. Have an automatic document feeder.
- M. Have booklet mode feature.
- N. Have non-image area erase feature.
- O. Have a minimum original and copy size of 4" x 6" and at minimum a maximum original and copy size of 11" x 17".
- P. Have 2-hole and 3-hole punch option.
- Q. Have a Black and White only option, if Color capable.
- R. Have Edge to Edge copying capability.
- S. Have automatic exposure control.
- T. Have automatic job start.
- U. Have auto energy saver.
- V. Have available accessories such as: sorters, document feeders, large capacity trays, etc.
- W. Include a stand, table, or similar equipment, if non-floor models.

5.2 Copier General Features/Specifications. The Court has grouped its current fleet of copiers into three (3) Levels, as set forth below. All proposed copiers must meet the Minimum Technical Specifications as well as the following requirements. Proposed copiers can exceed all requirements.

A. Level One (1) – Low Volume

- 1) Speed: 20 – 49 copies per minute.
- 2) One (1) paper tray holding 500 sheets of 8.5" x 11".
- 3) One (1) paper tray holding 500 sheets of 8.5" x 14".

B. Level Two (2) – Mid-High Volume

- 1) Speed: 50 – 59 copies per minute.
- 2) Manufacturer's minimum rated monthly volume shall be 175,000 for black & white and 200,000 for color copiers.
- 3) Must have a minimum of four (4) paper sources and a minimum capacity of 3,000 sheets with the capability of 11X17 printing.
- 4) Memory shall be scalable to 256 MB.

C. Level Three (3) – High Volume

- 1) Speed: 60 + copies per minute.
- 2) Scanning Resolution 600 x 600 dpi min.

5.3 Special Purpose Copiers. Some Court departments may require special purpose copiers such as wide format multi-function plain paper document copiers utilized in mapping, design, and construction professions. These units must be digital and user friendly with a wide variety of copy options.

6. SERVICE AND REPAIR REQUIREMENTS

6.1 Service. Contractor shall provide a toll-free phone or fax number and an email address for service calls. It will be the responsibility of the Contractor to provide service within four (4) hours on-site after a call is placed, during business hours of 8:00 am to 5:00 pm Monday through Friday. Preventive Maintenance will be based upon the specific needs of the copier as determined by the Contractor. All maintenance parts and labor shall be included. Upon request, Contractor will be required to provide service records on all machines. Failure to meet the four (4) hour on-site response time on a continual basis as documented by the Court shall result in Breach of Contract.

Contractor will have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc.). The credit must be presented to the key operator at the time of service.

Contractor is responsible for any damage to the premises of any site as a result of the installation, and shall repair and restore to the original condition any area so damaged within the time frame designated by the Court.

6.2 Repair. Contractor shall ensure that only approved parts and components are utilized in the repair of the equipment.

Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers supplied under the contract. Contractor shall have a sufficient number of technicians to service and support the requirements under the contract within the specified response time.

7. METER CARD REQUIREMENTS

If requested by the Court, Contractor shall be responsible for physically taking meter readings quarterly at each copier site. Contractor is free to install any automated device that may assist in this process, provided it is at no additional cost to the Court and meets all Court security requirements. If the room where a copier is located is not accessible at the time of the reading, then a verbal reading will be relayed to Contractor. Copy volumes will be shown on meter cards or report supplied by Contractor. The cards will contain the following data:

- 7.1 Machine serial number;
- 7.2 Meter reading;
- 7.3 An “unusable copies” count;
- 7.4 The number of copies used during service calls; and,
- 7.5 An authorized key operator signature.

Meter cards will be sent to the Court authorized representative for each site by the fifth (5th) day of each month for the previous month’s service. Meter readings will constitute the total copy volume for a single calendar month.

8. REPORTS

Digital Copiers shall provide the following reports:

- 8.1 Quarterly Report.** Contractor shall maintain an inventory record that identifies all equipment delivered under the contract. The inventory record shall be provided to the Court's authorized representative on a quarterly basis and is due on the 20th calendar day for the previous quarter and shall contain (for all equipment):
- A. Make;
 - B. Model;
 - C. Court Location;
 - D. Specific Location;
 - E. Serial Number;
 - F. Contractor's record of performed maintenance and repair;
 - G. Monthly volume by machine or copies produced; and,
 - H. Total billing for all copying services provided during this period.
- 8.2 Semi-Annual Reports.** Contractor shall provide a semi-annual usage report to the Court's authorized representative for each location by machine. At time of reporting, Contractor shall review the copier volume classes and make recommendations based on the over-usage/under-usage of the machines.
- 8.3 Special Reports.** Contractor shall provide a report to the Courts' authorized representative indicating the actual yearly volume of copies produced by each machine. Report shall be provided during the final month of the year prior to the final year of the contract.
- 8.4 Down-Time Reports.** Contractor shall provide a report to Courts' authorized representative indicating both Court-wide down-time percentage and individual down-time percentage for each individual copier. Any machine recording five percent (5%) or more down-time shall be replaced with a new machine immediately.
- 8.5 Average Response Time Reports.** Contractor shall provide a quarterly report to the Courts' authorized representative indicating both Court-wide average response time and individual average response time for each copier.

9. ENVIRONMENT

- 9.1 Daily Questions.** Copier Program Manager will be the first contact for the Court authorized representative regarding copier-related issues. The Court authorized representative will contact the assigned Contract Administrator if the Program Manager cannot resolve the problem or the user is not satisfied with the level of service provided by the Program Manager. If messages are left in voice-mail for the Program Manager, he/she must respond to the Court authorized representative within two (2) hours.
- 9.2 Supplies.** The Copier Program Manager will be responsible for monitoring each copier location to ensure that adequate quantities of supplies are on hand to keep the unit operational. If emergency orders are required, the Program Manager will be responsible to expedite the order and assure supplies arrive within the four (4) hour requirement.
- 9.3 Invoicing.** The Copier Program Manager will be responsible for verifying the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice-related problems directly with the individual Court Location and/or accounts payable department.
- 9.4 Repairs.** The Copier Program Manager will contact the using department to ensure all repairs were performed to their satisfaction. This includes response time and expediting any parts which may have to be installed.
- 9.5 Meter Readings.** The Copier Program Manager will coordinate receipt of meter readings and therefore be responsible for the accuracy and verification of the readings.
- 9.6 Relocating Copiers.** The Copier Program Manager is responsible for identifying and relocating copiers, which are not properly categorized with respect to overutilization and/or underutilization. Upon approval, the Program Manager will install the appropriate volume copier and remove the existing machine.

- 9.7 Replacement Machines.** The Copier Program Manager will coordinate the installation of replacement copiers, either temporary or permanent. The Program Manager will be responsible for ensuring that the hard drive for any machine returned for any reason is cleared upon return to Contractor.
- 9.8 Copier Operations.** The Copier Program Manager is responsible for answering questions regarding copier features, special copying requirements, machine capabilities, etc. In addition, the Program Manager, in accordance with the manufacturer's specifications, shall coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies (drum, toner, developer, etc.).
- 9.9 General Correspondence.** The Copier Program Manager will be the primary contact for all correspondence between the Contractor and the Court's authorized representative.
- 9.10 Occupational Health and Safety Act Standard 1910.1200.** In compliance with Federal statutes, any chemical product delivered under the contract must be accompanied by a Material Safety Data Sheet ("MSDS") containing the following:
- A. The chemical name and common name of the toxic substance;
 - B. The hazards or other risks in the use of the toxic substance; and,
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment for the emergency procedure for spills, fires, disposal, and first aid.

END OF ATTACHMENT A-1

ATTACHMENT A-2
SCOPE OF WORK MANAGED PRINT SERVICES

1. BACKGROUND

The Superior Court of California, County of Alameda (“Court”) is seeking proposals from qualified providers (“Contractor”) of Managed Print Services (“MPS”).

The Court intends to select a Contractor who shall provide MPS including: outsourced support, maintenance, consumables, and asset inventory control for its fleet of networked and non-networked printers at all Court Locations.

The Court’s printer fleet is primarily made up of Hewlett Packard (“HP”) printers; however, the Court’s printer fleet also includes a number of Dell printers. The Court upgrades a portion of its printer fleet on an annual basis. The Court shall remain responsible for the acquisition and replacement of its printer fleet, except as set forth herein.

2. CONTRACTOR QUALIFICATIONS

- 2.1 Contractor must have been in business for a minimum of ten (10) years.
- 2.2 Contractor must have experience in providing an MPS solution for a minimum of five (5) years.
- 2.3 Contractor must have provided five (5) current customer references for which it currently provides a similar MPS solution with at least two (2) coming from government or public sector customers.
- 2.4 Contractor must be an HP authorized service provider. Evidence of such authorization must be provided in Contractor’s proposal in response to this Request for Proposals (“RFP”).

3. GENERAL REQUIREMENTS

- 3.1 For Service Calls placed during the Court’s normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Contractor shall provide a two (2) hour maximum response time to any Court Location. The maximum response time shall be defined as: *from the time the Court contacts Contractor to the time the Contractor’s technician(s) arrives on-site at Court Location.*
- 3.2 All replacement parts must be new Original Equipment Manufacturer (“OEM”), factory authorized parts, or OEM remanufactured for the appropriate make and model of printer requiring the replacement part(s). Any OEM remanufactured part shall be certified as equal to or better than new OEM part(s) by the Contractor prior to installation.
- 3.3 Contractor shall maintain a First Response “on-site” repair rate of 80% or higher.
- 3.4 Contractor shall have the capabilities of installing a replacement printer from Court’s printer fleet when depot repairs are required.
- 3.5 Contractor shall ensure that all networked and non-networked printers listed in the Contract are fully available for use and functioning not less than 95% of Court business hours.

4. TECHNICAL REQUIREMENTS

Contractor shall perform duties as directed by the Court. Duties include, but are not limited to:

- 4.1 Providing MPS for all networked and non-networked printers listed in the Contract consisting of:
 - A. A two (2) hour response time to service calls and toner replacements;

- B. Preventative maintenance with each cartridge installation;
 - C. Asset tracking; and,
 - D. All parts, repairs, labor and maintenance kits.
- 4.2 Replacing all toner cartridges as needed on networked and non-networked printers listed in the Contract.
- 4.3 Identifying technical problems.
- 4.4 Securing and installing replacement parts.
- 4.5 Testing equipment after all repairs have been completed.

5. CONTRACTOR RESPONSIBILITIES

- 5.1 Upon execution of Contract, Contractor shall provide a current assessment of the Court's printing environment to include comprehensive reporting that lists all hard and related costs associated with printing. Assessment shall be performed manually (physically taking page counts and monitoring) of all printers networked and non-networked in order to provide the required services of fleet refresh, consolidation, and optimization.
- 5.2 Contractor's technicians shall replace all printer cartridges for printers listed in the Contract.
- 5.3 Contractor shall supply all toner cartridges. The Court may require Contractor to supply inkjet cartridges. All toner and inkjet cartridges must be new OEM or OEM remanufactured if certified as equal to or better than new OEM.
- 5.4 Contractor shall render all services in a professional manner consistent with the skills customary in the trade or profession to which the skills relate.
- 5.5 Contractor shall be available for scheduled monthly and/or quarterly meetings with the Court to discuss ways to optimize the existing printer fleet using statistical information gathered by Contractor. These meetings should explore ways to save additional monies through the use of printer swapping or replacements in order to optimize the use of printers for the right workload.
- 5.6 Contractor shall perform/maintain fixed asset inventory of all networked and non-networked printers. Contractor shall provide fixed asset inventory information in Excel compatible format.
- 5.7 **Project Management.** Contractor shall:
- A. Act as the prime contractor and be responsible for all products, services, and workmanship attributable to the Contractor as set forth in this Scope of Work ("SOW") and to which it either performs directly or elects to subcontract, with advance written approval by the Court.
 - B. Be responsible for identifying and coordinating the installation specifics through the Court's Project Manager ("CPM") through a detailed deployment planning discussion, involving all related parties, prior to installation and deployment.
 - C. Provide application software, if any, in accordance with the deployment requirements developed and agreed upon by the Court and Contractor.
 - D. Provide for maintenance which would include:

- 1) Ongoing maintenance support consistent with keeping printers viable and mechanically current.
 - 2) Maintenance support of any licensed software which includes:
 - a. File maintenance;
 - b. Fixes associated with maintaining the printers in operational condition and consistent with the approved specifications;
 - c. Problem resolution;
 - d. Diagnostics; and,
 - e. System reviews.
 - 3) Providing software patches and version updates as they become available, if applicable.
 - 4) Having its customer support department responsible for the on-going support and maintenance of the printers once deployment begins.
- E.** Assign a Program Project Manager (“PPM”) to the Court’s account. The PPM shall:
- 1) Have the power and authority to make management decisions relating to Contractor’s obligations under the Contract.
 - 2) Not be removed from the project without the Court’s approval. In the case of death, illness, retirement, disability, resignation or termination of the PPM, the replacement PPM shall be subject to the reasonable approval of the CPM prior to commencement of work under the Contract.
 - 3) Be responsible for managing the end result including day-to-day project management for the implementation of printer software, if applicable, including any development, integration, installation, and testing activities provided and agreed upon by the Court and Contractor.
 - 4) Serve as the Court’s primary point of contact.
 - 5) Work closely with the CPM.
 - 6) If requested by the Court, provide project management services including:
 - a. The creation and development of an overall Project Plan developed by the Contractor and approved by the Court, which accounts for a Specifications Requirements document deliverable, if applicable;
 - 7) If requested by the Court, provide the Project Plan document no later than ten (10) business days from the execution of the Contract. The Court shall have five (5) business days to review the Project Plan document and provide a written counterproposal to any items that are not to the Court’s satisfaction. Contractor shall provide an updated Project Plan document within three (3) business days of receiving the Court’s written response.
 - a. Management of resource requirements;
 - b. Direction of project tasks; and,
 - c. Interaction between Contractor Project Team and CPM.

- 8) If requested by the Court, provide tasks and milestones for this project as further defined in a subsequent Project Plan developed by Contractor and approved by the Court.
 - 9) If requested by the Court, provide regular status reports to the Court indicating the status of project tasks, if applicable.
 - 10) Participate in periodic meetings with Court staff, as deemed necessary by Contractor and Court.
 - 11) Proactively anticipate project deviations and take immediate corrective action.
 - 12) Proactively assist with resolution of issues with any aspect of Project Plan deliverables.
 - 13) Provide the Court with a single point of contact for all development, design, and maintenance of project deliverables. For help desk support (where specified by Contractor and agreed to by the Court, the Court shall contact Contractor's help desk directly to report any problems.
 - 14) Work together with the Court, as needed, to effectively integrate the printer application and/or hardware with the Court provided platform and network architecture, if applicable.
 - 15) Provide written acceptance, if requested, upon notification from the Court that system is ready for delivery and installation.
 - 16) Verify that the Court has provided all installation requirements, prior to printer maintenance and monitoring at the Court Locations.
- F.** Assign a Program Technical Lead ("PTL") or PPM designee. The PTL or PPM designee shall:
- 1) Commence the project, after both Contractor and Court have signed and/or received appropriate procurement documentation.
 - 2) Provide the Court with a detailed Specifications Requirements document developed by both the Court and Contractor, as may be requested by the Court.

Specifications Requirements, if required by the Court, shall be consistent in scope and specificity with this SOW. Contractor and Court shall work together in good faith to identify and resolve any out of scope condition, should it arise.

Any change requested by the Court after the Specifications Requirements have been agreed do by both the Contractor and the Court, shall be considered a change in scope.
 - 3) If requested by the Court, provide the Specifications Requirements document to the Court no later than twenty (20) business days from the completed procurement documentation. The Court shall have ten (10) business days to review the Specifications Requirements document and provide a written counterproposal to any items that are not to the Court's satisfaction. Contractor shall provide an updated Specifications Requirements document within five (5) business days of receiving the Court's written response.
 - 4) If requested by the Court, provide ongoing assistance during the development of the Specifications Requirements document to ensure that both Contractor and Court fully understand and agree to the requirements stated therein.

- 5) Work with the PPM and CPM as needed to facilitate mutual execution of the Specifications Requirements document, if such documentation is requested by the Court. Neither party will unreasonably withhold approval.
- 6) Provide software and associated application server objects, if any and as needed, in order for the printer maintenance to run effectively and efficiently within the Court's operation environment.
- 7) Perform printer maintenance testing in a controlled development environment, at its facility, making adjustments and corrections based on those results.
- 8) Provide a demonstration of printer maintenance and services.
- 9) Provide the printer maintenance to the Court for acceptance testing, if requested.

G. Provide, on-site at Court Locations, technicians and other such support personnel as deemed appropriate and agreed upon by the Court and Contractor. Such technicians and personnel shall:

- 1) Act as a single point of contact during the deployment of the Contractor assets.
- 2) Assure that Hardware delivery and installation are coordinated prior to installation.
- 3) Communicate a deployment plan for the delivery and installation of the Contractor assets.
- 4) Establish regular communication with the Court to provide status on the deployment schedule through the completion of delivery and installation of Contractor assets.
- 5) Manage all equipment installation activities and arrange for the disposal of all excess packaging materials.
- 6) Provide detailed contacts and procedures for ongoing service deliverables.
- 7) Provide escalation management for questions related to delivery and installation, and provide and affix product tag indicating end-user support numbers.

6. COURT RESPONSIBILITIES

The Court will assign an overall CPM to oversee the program. The CPM shall:

- 6.1 Provide the platform, if needed, for connectivity between the printers and Contractor's monitoring system for successful operation.
- 6.2 Work with Contractor, as needed, to effectively integrate the printer maintenance interface with the Court provided platform and network architecture.
- 6.3 Report any errors to the PPM during the testing phase, as mutually agreed upon by Contractor and Court, upon commencement of testing activities.
- 6.4 Provide the Contractor with final approval that the printer maintenance system is ready for deployment following successful testing by completing a corresponding System Acceptance Certification ("SAC"), if requested by Contractor.
- 6.5 Implement/deploy new system changes/updates received from Contractor in a timely manner.
- 6.6 Ensure that all appropriate technical and user personnel are available should the Court and Contractor

determine in good faith that a site visit is essential at the Court Location(s) in order to resolve development, testing, or user training issues.

- 6.7 Ensure that all appropriate technical personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court Location(s) in order to install, setup, update and/or reconfigure the printer maintenance system. Contractor shall perform final testing in the operational environment, with Court assistance, to ensure functionality, quality and efficient performance.

7. SERVICE REQUIREMENTS

- 7.1 **Preventative Maintenance.** Upon request or as needed based on printer usage, Contractor shall perform preventative maintenance on and manage (monitor use, suggest replacement upon failure, etc.) networked and non-networked printers listed in the Contract.
- 7.2 **Call Back Response.** Call backs will be completed within two (2) hours of initial contact by the Court.
- 7.3 **Service Response.** Contractor repair staff should be on-site within two (2) work hours after initial contact by the Court; or, within four (4) hours after a call back failed to fix the equipment problem. Contractor staff responding to calls made after 1:00 pm for repairs must be on-site no later than 9:00 am the next business day.

8. DATA SECURITY REQUIREMENTS

8.1 Acceptance Criteria.

- A. All administrative access to the MPS shall require a login ID and password, if appropriate.
- B. A load test shall be successfully performed, if appropriate.
- C. No security vulnerability with the printer maintenance system shall be identified or, if identified, shall be resolved to the Court's satisfaction.

- 8.2 **Hard Drive Erase.** Contractor will ensure that any device with a hard drive will have the manufacturer included hard drive erase/format feature installed and enabled.

- 8.3 **Job Erase.** Contractor shall ensure that instant job erase/automatic overwrite format is enabled.

- 8.4 **Schedule Erase.** Contractor shall enable and schedule a quarterly hard drive erase/format. This shall be scheduled after hours on a day and time agreed upon in advance with the Court.

- 8.5 **Obsolete Equipment.** Upon device end-of-life, the Contractor will come on-site and perform a hard drive erase/format. Upon completion, the Court will receive written acknowledgement (Certification) from the Contractor with the following information:

- A. Date;
- B. Technician Name;
- C. Device Make;
- D. Device Model; and,
- E. Device Serial Number.

9. REPORTS

Contractor shall provide a series of monthly, quarterly, and/or on-demand reports as follows:

- 9.1 **Trending Report.** Trending report shall consist of all networked and non-networked printers and shall

identify volume of printing being done from all printers. The report must provide a comprehensive look at the monthly printer volume so that any trends can be easily identified from a year-to-year perspective.

- 9.2 Utilization Report.** Utilization report shall consist of all networked and non-networked printers and shall look at each individual printer and their respective page counts. The intent of the report is for use in determining the optimal duty cycle of each printer by allowing printers to be identified as being under-utilized / over-utilized and providing appropriate replacement recommendations in order to maximize use of the existing printer fleet. The report should also assist in better strategic planning when considering annual replacement cycles.
- 9.3 Service Status Report.** Service status report shall consist of all networked and non-networked printers and provide a twelve (12) month rolling report of all printers, and display the number of service calls made on each printer. The report should assist the Court in identifying any “problem” printers that may require replacement or relocation.
- 9.4 Technician Report.** Technician report should allow the Court to capture all hours spent, by technicians, each month/quarter in order to provide the Court with a point of reference as to the amount of hours being saved by the Court by not having its staff perform the tasks under the Contract.
- 9.5 Asset Report.** Asset report shall consist of all networked and non-networked printers and provide printer counts, model numbers, and location of each.

10. ADMINISTRATION

- 10.1 Parking.** When responding to on-site service calls, the Court may not be able to provide parking for technician’s vehicle. The Court does not validate nor reimburse for parking expenses.
- 10.2 Invoicing.** Invoicing shall be done in arrears on a quarterly basis.
- 10.3 Account Review Meetings.** The Court and Contractor shall plan, schedule, and lead quarterly account review meetings.

END OF ATTACHMENT A-2

**ATTACHMENT B
STANDARD CONTRACT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STANDARD AGREEMENT rev 2-10-14

AGREEMENT NUMBER SC

- In this agreement (“Agreement”), the term “Contractor” refers to _____, and the term “Court” refers to the **Superior Court of California, County of Alameda**.
- This Agreement is effective as of _____ (“Effective Date”) and expires on _____ (“Expiration Date”).
This Agreement includes one or more options to extend through _____.
- The maximum amount the Court may pay Contractor under this Agreement is \$TBD (the “Contract Amount”). The maximum amount the Court may pay Contractor is (i) \$TBD during the Initial Term, and (ii) \$TBD during the Option Term.
- The purpose or title of this Agreement is:

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

- The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit A, Definitions;
Exhibit B, Scope of Work;
Exhibit C, General Terms and Conditions;
Exhibit D, Supplemental Terms and Conditions; and
Exhibit E, Payment Provisions.

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of Alameda	
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS 1225 Fallon Street Oakland, CA 94612	ADDRESS

End of Contract Cover Sheet

EXHIBIT A - DEFINITIONS

1. **Acceptance:** means the written acceptance issued to Contractor by the Court's Project Manager after Contractor has completed a Deliverable, in compliance with this Agreement, including without limitation, Exhibit D, Scope of Work.
2. **Agreement:** entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
3. **Amendment:** written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
4. **Applicable Law:** any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.
5. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.
6. **Bid:** A response to a competitive solicitation issued by the Court, regardless of the Solicitation Document used by the Court (e.g., Request for Quote "RFQ", Invitation for Bid "IFB", or Request for Proposal "RFP").
7. **Business Day:** means days of the week excluding Saturday and Sunday, as well as Contractor's pre-established and published holidays applicable to its employees.
8. **Certificate of Insurance:** A document that provides evidence that an insurance policy has been underwritten and that includes a statement of the policy coverage.
9. **Claims:** claims, suites, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs), including those based on the injury to or death of any person or damage to property.
10. **Compensation:** all remuneration owed to Contractor in respect of Services, including Contractor's professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
11. **Confidential Information:** (i) any information related to the business or operations of the Court, including information relating to Court's personnel and users; (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (iii) all Deliverables, Developed Works, Court Works and Court Data. Confidential Information does not include information (that Contractor demonstrates to the Court's satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the Court's first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.
12. **Consulting Services:** refers to the services performed under "Consulting Services Agreements", which are defined in Public Contract Code section 10335.5, substantially, as contracts that:
 - (1) Are of an advisory nature;
 - (2) Provide a recommended course of action or personal expertise;
 - (3) Have an end product that is basically a transmittal, either written or oral, that is related to the governmental functions of the state agency administration and management and program management or innovation; and,
 - (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Consulting Services Agreements” do not include:

- (1) Contracts between a state agency and the federal government; or,
 - (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.
13. **Contract Amount:** total dollar amount of the Agreement.
 14. **Contractor:** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. Contractor is one (1) of the parties to this Agreement as defined on the Cover Sheet.
 15. **Contractor Key Personnel:** the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.
 16. **Contractor Service Location(s):** any location (except a Court Service Location) from which Contractor performs Services.
 17. **Contractor Works:** Works owned or developed prior to the provision of the Services, or developed by Contractor independently from the provision of the Services and without use of the Court Works or Confidential Information.
 18. **Court:** Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.
 19. **Court Contractors:** the agents, subcontractors and other representatives of the Court, other than Contractor and Subcontractors.
 20. **Court Data:** all data and information of the Court or Court Contractors disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Court and its respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, 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.
 21. **Court Project Manager:** the individual(s) appointed by the Court to communicate directly with the Contractor Project Manager.
 22. **Court Service Locations:** any Court Facility, Justice Center, or Location at which Contractor performs Services.
 23. **Court Works:** Works owned, licensed, made, conceived, or reduced to practice by the Court or a Court Contractor, any Works developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.
 24. **Coversheet:** refers to the first sheet of this Agreement.
 25. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
 26. **Data Safeguards:** industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to Court policies and procedures.
 27. **Day:** means calendar day
 28. **Deliverable:** Developed Works, Contractor Works, Third Party Works, hardware, software, firmware, documentation, services or any combination thereof (including those identified as “Deliverables” in a Statement of Work, together with all Upgrades thereto), as well as any other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.

29. **Deliverable Basis:** means that the Services provided under to the Court by Contractor under this Agreement shall result in the provision of a Deliverable or Deliverables.
30. **Defect:** any failure of any Deliverable to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.
31. **Developed Works:** Works created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Court or Court Contractors, in the course of the performance of the Services under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-progress, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Works, and (iii) all Deliverables; provided, however, that Developed Works do not include Contractor Works.
32. **Documentation:** all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.
33. **DVBE:** is an acronym for disabled veterans business enterprise.
34. **Effective Date:** has the meaning defined on the coversheet of this Agreement.
35. **Expenses:** means and includes both Travel and Living Expenses and Reimbursable Expenses.
36. **Expiration Date:** is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.
37. **Firm Fixed Price:** means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
38. **Firm Fixed Price Basis:** means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of Deliverable(s).
39. **Hourly Basis:** means that Contractor shall be paid at an hourly rate for each hour of authorized Work actually performed.
40. **Initial Term:** is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.
41. **Intellectual Property Rights:** all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorships, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.
42. **IT Infrastructure:** software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.
43. **JBE:** is an acronym for “Judicial Branch Entity.”
44. **Judicial Branch Entity:** Any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch”.
45. **Judicial Branch Personnel:** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
46. **Judicial Branch Contract Law (JBCL):** Part 2.5 of the Public Contract Code (“PCC”); PCC 19201-19210.

47. **Loss:** as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys' fees.
48. **Malicious Code:** any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Court's hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.
49. **Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
50. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:
- (1) Depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or
 - (2) Hand-delivery to the other party's authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.
 - (3) Email notification – Court/Contractor may provide initial notification by email followed by delivery as defined in this Section 34 either section (1) or (2).
51. **Option Period:** means the period, if any, through which this Agreement may be extended by the parties upon mutual agreement.
52. **Parties or Party:** means “us”, the Superior Court of California, County of Alameda, and/or “you”, the Contractor, as the context requires.
53. **PCC:** is an acronym for “Public Contract Code”.
54. **Progress Payment:** A partial payment following the completion of a deliverable, milestone, or stage of progress under a contract.
55. **Project Lead:** Contractor's representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.
56. **Project Staff:** the personnel of Contractor and Subcontractors who provide the Services.
57. **Proposal:** A response to a Request for Proposals that describes the offeror's approach, scope of work, schedule and cost to provide goods or services, as well as the ability to meet other relevant criteria established by the Court.
58. **Public Contract Code:** the set of California statutes that govern how state and local agencies contract for goods and services.
59. **Service Fees:** the fees for the Services set forth in Exhibit D, Scope of Work.
60. **Service Location(s):** any Court or Contractor Service Location.
61. **Services:** collectively, the services provided under this Agreement, including those services and Deliverables set forth in Exhibit D, Scope of Work, and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Scope of Work), but which are required for the performance and delivery of these services.
62. **Source Code:** human-readable program statements written by a programmer or developer in a high- level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.
63. **Specifications:** with respect to each Deliverable, the detailed statements and documents setting out the functionality and requirements for each component of the Deliverable.

64. **Statement/Scope of Work (SOW):** a statement of Services and/or Deliverables to be provided pursuant to and governed under the terms of this Agreement, as agreed to by both parties.
65. **Stop Work Order:** written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.
66. **Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
67. **Task:** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court
68. **Term:** comprises the Initial Term and any Option Period.
69. **Termination Assistance Period:** the period commencing upon the Expiration Date or earlier termination of this Agreement and expiring six (6) months thereafter, as such period may be extended by the Parties.
70. **Termination Date:** has the same meaning as "Expiration Date" unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.
71. **Third Party:** any individual or entity not a party to the Agreement.
72. **Third Party Works:** Works that are licensed or obtained by Contractor from a Third Party.
73. **Upgrades:** all new versions, bug fixes, error corrections, workarounds, updates, upgrades, modifications, patches and new releases of software, Deliverables, or Documentation.
74. **Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement. Work may also include Work Orders, Tasks, Deliverables, and/or Submittals required by the Court.
75. **Works:** all inventions (whether patentable or not), discoveries, literary works and other works and authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

END OF EXHIBIT A

EXHIBIT B
SCOPE OF WORK

Final Negotiated Scope of Work will be included here.

END OF EXHIBIT B

EXHIBIT C - GENERAL TERMS AND CONDITIONS

1. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Assignment and Subcontracting; Successors.

2.1 Permitted Assignments and Subcontracts. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:

- A.** The Court may assign the Court's rights and duties to any Judicial Branch Entity. The Court shall notify Contractor in writing within thirty (30) days following the assignment.
- B.** Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
- 1) Are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
 - 2) Affirm the rights granted in this Agreement to the non-assigning party;
 - 3) Make the representations and warranties made by the assigning/subcontracting party in this Agreement; and,
 - 4) Appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

No assignment or subcontract will release either party of its duties under this Agreement.

2.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

3. Audit and Records.

3.1 Audit. Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

Contractor shall provide to the Court and Court Contractors, on Contractor's premises (or, if the audit is being performed of a Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the Court or such Court Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

3.2 Copies. Contractor may retain copies of any original documents Contractor provides to the Court.

3.3 Ownership. The Court is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's discretion. Contractor shall

maintain all other materials in an accessible location and condition for a period of not less than four (4) years after the later of:

- A. Contractor's receipt of final payment under this Agreement; and,
- B. The Court's The Court's resolution with Contractor of findings of any final audit.

Any interest of Contractor in data, products, recordings, writings, or services of any kind prepared by Contractor for performance of services under this Agreement shall become the property of the Court. Upon Court's written request, Contractor shall provide Court with all such data, products, recordings, writings, etc., within thirty (30) days of the request.

- 3.4 Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

4. Availability of Funds. The Court's obligation to compensate Contractor is subject to the availability of funds. The Court shall notify Contractor if funds become unavailable or limited during the Term.

5. Cancellation. The Court may cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the Court, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the Court, if terminated for reason of cause as defined in Section 31.1, Termination for Cause.

6. Certifications and Representations. Contractor's signature on the cover page shall also serve as certification for the following paragraphs, **6.1 – 6.26**.

6.1 Authority and Binding Effect. Contractor warrants it has the full power and authority to enter into and perform its obligations under this Agreement, to grant the rights and licenses herein, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and is in good standing in the State of California. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor.

6.2 Compliance with Permits, Laws, and Regulations. Contractor, its business, and its performance of its obligations under this Agreement comply in all material respects with all Applicable Laws.

During the term of this Agreement, Contractor will obtain and keep current and in full force and effect, all necessary licenses, approvals, permits and authorizations required by Applicable Laws for performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law. Such permits and licenses will be made available to Court, upon request.

Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

6.3 Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

6.4 Electronic Waste Recycling Act. If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

6.5 Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their

obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

- 6.6 National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of Court by a federal Court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.
- 6.7 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 6.8 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 6.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 6.10 No Interference with Other Contractors.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest, breach, or default under any of Contractor's other contracts.
- 6.11 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.
- 6.12 Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- 6.13 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Court.
- 6.14 Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:
- “Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve- month period of Court employment.”
- 6.15 Sales and Use Tax Collection.** Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- 6.16 Special Provisions regarding Compliance with National Labor Relations Board Orders.** If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods

by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

6.17 Special Provisions regarding Compliance with the Child Support Compliance Act. If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000.00 or more:

- A. Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and,
- B. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

6.18 Special Provisions regarding Compliance with the Sweat-free Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

- A. No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. This declaration is made under penalty of perjury.
- B. Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a) and shall provide the same rights of access to the Court.

6.19 Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.20 Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination. If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

6.21 Use of Postconsumer Material. If this Agreement provides for the purchase and sale of Goods specified in PCC section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods.

Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.

Contractor shall use recycled products in its performance under this Agreement to the maximum extent doing so is economically feasible.

Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in PCC section 12200, in such goods regardless of whether the goods meet the requirements of PCC section 12209.

With respect to printer or duplication cartridges that comply with the requirements of PCC section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

6.22 Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

6.23 Special Provisions for Agreements for Equipment, Materials, or Supplies; Loss Leader Prohibition. If this Agreement involves the furnishing of equipment, materials, or supplies, Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

6.24 Special Provisions for Agreements for Certain Services with Compensation over \$200,000.

If this is an Agreement for Services, other than consulting services, with total compensation over \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

6.25 Special Provisions regarding Conflict Minerals. Contractor certifies either; (i) it is not a “scrutinized company” as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products and services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

6.26 Covenant as to Certifications, Representations, and Warranties. Contractor shall cause its certifications, representations, and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

7. Changes in Work; Stop Work.

7.1 Changes in Work.

A. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit D, Scope of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

- B. From time to time during the Term of this Agreement, the Parties may mutually agree on a change to the Services, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Services (each, a “Change”), including (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Services.
- C. For any change proposed by Court or Contractor, Contractor will submit in writing:
 - 1) A description of the proposed change and the reasons for the change;
 - 2) A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in Work or costs resulting from the change; and,
 - 3) A statement of the expected impact on schedule.
- D. If Court and Contractor agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in Exhibit D, Scope of Work and/or payments to Contractor. Court will issue an Amendment documenting the change, for the parties’ execution.
- E. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court’s prior written approval will be at Contractor’s sole risk and expense.

7.2 Stop Work.

- A. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- B. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 31, Termination.
- C. If a Stop Work Order is cancelled by the Court, or the period of the Stop Work Order or any extension thereof expires, Contractor will promptly resume Work covered by such stop work order. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, Exhibit D, Scope of Work, or all, if (a) the Stop Work Order directly and proximately results in an increase in the time required for the performance of any part of the Scope of Work; and (b) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.
- D. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.
- E. Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

8. Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

9. Confidential Information. The provisions of this section shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than

reasonable care and industry-standard care. During the Term and at all times thereafter, Contractor will refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement. Contractor will not remove any Confidential Information from the Court's facilities or premises without the Court's express prior written consent. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.

- 9.1 Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project, provided that they have executed a confidentiality agreement with Contractor which requires that they protect the Court's confidential information to the same extent as this section. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement, provided advance notice has been delivered to the Court.
- 9.2 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court Executive Officer.
- 9.3 Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, Court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- 9.4 Specific Performance; Breach of Confidentiality.** Contractor acknowledges that 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, and therefore, that upon breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies by law.

10. Consideration. Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in Exhibit C, Payment Provisions. The consideration or Service Fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C, Payment Provisions. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.

- 10.1 Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.
- 10.2 Disallowance.** If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

11. Contractor Status.

11.1 Independent Contractor.

- A.** Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or

employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D, Scope of Work, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

- B. This Agreement will not be considered under any circumstance to create a joint-venture relationship.
- C. If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

11.2 Contractor's Employees.

- A. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.
- B. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.
- C. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.
- D. Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

11.3 Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D, Scope of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

11.4 Subcontracting.

- A. Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.
- B. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

12. Contractor's Personnel.

- 12.1 Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.
- 12.2 Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the Court.
- 12.3 For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems

(on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

Granting or denying access will be at the sole discretion of the Court. The contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to the contractor.

It is the responsibility of the Contractor to notify the Court of any additional staff or change in staff, to submit to the court a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the court before the individual begins to work in a court facility.

- 12.4** If this Agreement provides for the payment of \$5,000 or more for Consulting Services performed for the Court, Contractor has attached to this Agreement resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role.
- 12.5** Contractor and any subcontractor(s) shall provide certain Key Personnel as may be particularly identified in this Agreement, the Scope of Work, etc. Court reserves the right to disapprove the continuing assignment of any such Key Personnel if, in the Court's opinion, the performance of such Key Personnel is unsatisfactory. If the Court exercises this right, the Contractor shall immediately assign replacement Key Personnel, possessing equivalent or greater experience and skills. If any Key Personnel, through no cause or fault of Contractor, become unavailable to provide services under this Agreement, Contractor shall immediately provide replacement Key Personnel possessing equivalent or greater experience and skills.
- 12.6** Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

13. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

14. Default and Remedies.

14.1 Default. A default exists under this Agreement if:

- A.** Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) days following notice of default or is not capable of being cured within this cure period;
- B.** Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- C.** Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D.** Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

14.2 Notices. Contractor shall notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

14.3 Remedies.

A. Available Remedies. The Court may do any of the following:

- 1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights or setoff as may be provided in this Agreement or any other agreement between the Court and Contractor;
- 2) Require Contractor to enter into non-binding mediation;
- 3) Exercise, following notice, the Court's right of early termination of this Agreement as provided below; and,
- 4) Seek any other remedy available at law or in equity.

B. Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. The rights and remedies of the Court provided in this Agreement will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Agreement shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Court if any representation or warranty becomes untrue.

15. Dispute Resolution. Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

15.1 Escalation.

A. If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of the effective date of the Notice.

B. If the matter is not resolved as set forth in Section 14, Dispute Resolution, Subsection A, Escalation, Article 1), the aggrieved party will submit a second Notice which will:

- 1) Provide detailed factual information;
- 2) Identify the specific provisions in this Agreement on which any demand is based;
- 3) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and,
- 4) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

C. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

15.2 Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

15.3 Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently

with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

16. Force Majeure.

16.1 Force Majeure events include, but are not limited to:

- A. Catastrophic acts of nature, or public enemy;
- B. Civil disorder;
- C. Fire or other casualty for which a party is not responsible; and,
- D. Quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

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

17. Indemnity. Contractor shall indemnify and defend (with counsel satisfactory to the Court Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, (ii) any other breach by Contractor of this Agreement, or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor of the Deliverables, software, systems or other materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the "Covered Items"). Contractor shall not make any admission of liability or other statement of on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

17.1 Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the Court's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference:

- A. Secure for the Court the right to continue using the applicable Covered Item; or,
- B. If commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

18. Infringement Protection. Contractor shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted compositions, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Agreement.

19. Insurance requirements; Required Coverage.

19.1 General Insurance Requirements. Contractor shall obtain, provide, and maintain at Contractor's expense the minimum insurance set forth in this section with reputable insurer(s). All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A-: VIII.

19.2 Minimum Scope and Limits of Coverage. Contractor shall maintain the following minimum insurance in full force during the Term of the Agreement:

- A. Worker's Compensation and Employer's Liability.** The policy is required only if Contractor has employees. It must include worker's compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- B. Commercial General Liability Insurance.** Commercial General Liability Insurance provided on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$2,000,000 annual aggregate. The policy must include coverage for liabilities arising out of premises and operation, independent contractors, products – completed operations, liability assumed under an insured contract, personal and advertising injury liability, at minimum limits of \$1,000,000 per occurrence, and a \$2,000,000 annual aggregate.
- C. Professional Liability.** The policy must cover liability resulting from any act, errors or omissions committed or alleged to have been committed by the Contractor's or any person or organization for whom the Contractor is responsible that arises out of professional services provided in the performance of the Work under this Agreement, at minimum limits of \$1,000,000 per claims made or per occurrence, and a \$2,000,000 annual aggregate.
- D. Commercial Auto Liability.** The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of the Work under this Agreement whether owned, non-owned, leased, rented, or hired. The minimum liability limit must be \$1,000,000 per occurrence, combined single limit.
- E. Commercial Crime Insurance.** The policy must cover dishonest acts including loss due to theft of money, securities, property; forgery, and alteration of documents; or fraudulent transfer of money, securities, and property. The minimum liability limit must be \$50,000.
- F. Sexual Misconduct and Molestation Liability.** If not covered under the terms and conditions of the Commercial general Liability insurance policy required in section 2 above, Sexual Misconduct and Molestation Liability insurance with coverage for negligent hiring, employment, training, investigation and retention or failure to report employees who commit acts of sexual misconduct or molestation at minimum liability of \$1,000,000 per occurrence.
- G. Claims Made Coverage.** If any required insurance is provided on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Court's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date the Work commences under this Agreement.
- H. Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of primary insurance, excess liability insurance or umbrella liability insurance.

19.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions that exceed \$100,000 per occurrence must be declared to, and approved by, the Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to the Court and shall be the sole responsibility of Contractor.

19.4 Endorsements. All Contractor policies will contain, or be endorsed to contain, the following provisions:

- A. Additional Insureds.** The State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or

employment shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor under the terms of the Agreement.

Wording for the Additional Insured Endorsement shall be the following:

“The State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment are named as additional insureds on all above policies except workers’ compensation, professional liability, and crime insurance.”

- B. Insurance Primary.** The insurance provided is primary insurance with respect to the State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officers, agents and employees, and non-contributory with any insurance or self-insurance maintained by the Court. Any insurance and/or self-insurance maintained by the State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officers, agents and employees will not contribute with the insurance, or benefit Contractor in any way.
- C. Separation of Insureds.** The commercial general liability policy, or, if maintained in addition to that policy, the excess liability or umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s liability.
- D. Certificates of Insurance.** Prior to Contractor beginning any performance of the Work, Contractor shall provide the Court certificates of insurance satisfactory to the Court, attesting to the existence of coverage. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not perform Work prior to Court’s approval of the certificates. Contractor must obtain and provide complete copies of each policy upon the Court’s request. If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Court, Contractor shall, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements, for Court approval.
- 1) Certificate(s) of Insurance shall be submitted in accordance with Notice requirements set forth in the Agreement and as follows:
- Superior Court of California, County of Alameda
Attn: Buyer Name, Title
1225 Fallon Street
Oakland, CA 94612
- Certificate Holder name should read as follows: “Superior Court of California, County of Alameda and County of Alameda” and must reference Agreement No. TBD / Court Procurement Contact.
- 2) **Failure to Provide Certificates of Insurance.** If Contractor fails to provide the Certificate(s) of Insurance within seven (7) days of notification by the Court, award may be made to the next qualified vendor(s).
- E.** All of Contractor’s policies will be endorsed to provide written notice to the Court of cancellation in coverage within thirty (30) business days, mailed to the Court. Such notice will be provided in accordance with Notice requirements set forth in the Agreement and must reference the relevant project, and Agreement number. Contractor shall provide Court with thirty (30) business day’s written notice of any non-renewal or reduction in coverage with respect to these policies.

19.5 Waiver of Recovery or Subrogation. Contractor and its insurance carrier waive any and all rights of recovery or subrogation against the State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials,

agents and employees when acting in the scope of their appointment or employment. This waiver will be reflected on the Certificate of Insurance provided by Contractor in accordance with the following:

Wording for Waiver of Recovery or Subrogation shall be the following:

“Waiver of recovery or subrogation in favor of the State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officer, agents and employees when acting in the scope of their appointment or employment applies to all policies as required by written contract.”

19.6 Consequences of Lapse; Failure to Maintain Insurance.

- A. Consequences of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- B. Failure to Maintain Insurance.** If Contractor fails to obtain the appropriate Waiver(s) of Recovery or Subrogation, Additional Insured status(es), or Certificates of Insurance from carrier, Contractor shall indemnify the State of California, the Judicial Council of California, the County of Alameda, and the Superior Court of California, County of Alameda and the Presiding Judge, its elected and appointed officials, officers, agents and employees from all costs and liability caused by Contractor’s breach.

19.7 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

- A. Separate.** Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or,
- B. Joint.** Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

20. Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner that the Services (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Court’s benefit, all Contractor Works and Third Party Works used and to be used in connection with the Services.

21. Limitation of Liability. Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court’s liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

22. Miscellaneous Provisions; Interpretation.

22.1 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more to Contractor, then the covenants in this section apply to Contractor’s activities. Contractor shall not:

- A.** Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B.** Use the state’s or Court’s funds received under this Agreement to assist, promote, or deter union organizing; or,
- C.** For any business conducted under this Agreement, use any property of the state or Court to hold meetings with

employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

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

22.2 Special Provisions regarding DVBE Participation Certification. If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

22.3 Special Provisions regarding Ownership of Results.

- A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with Court funds shall vest, automatically and without further action of the parties, with the Court. If Contractor provides written certification to the Court that the property will continue to be used for grant-related purposes and the Court approves such certification in writing, the Court may permit title to all such property to remain with Contractor in accordance with the Court's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.
- B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

22.4 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the Court has not been injured thereby, or (2) the Court declines to file a court action for the cause of action. (GC 4554)

- 23. Modification.** No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D, Scope of Work.
- 24. Notices.** Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, by registered or certified mail (postage pre-paid), or by email. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's project manager, if one is designated in on the Cover Sheet of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.
- 25. Prohibited Bids for End Product of this Agreement.** No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.
- 26. Public Contract Code.** Effective March 24, 2011, Part 2.5 of the California Public Contract Code (§ 19201 – 19210), cited as the California Judicial Branch Contract Law, requires the Judicial Branch (including the Court) to comply with Public Contract Code parts that apply to state agencies and departments re: procurement of goods/services. The California Judicial Branch Contract Law applies to all contracts initially entered into or amended by Judicial Branch entities (including the Court) on or after October 1, 2011.
- 27. Scope of Work; Delivery; Acceptance.**
- 27.1 Scope of Work.** Contractor will perform the Services described in this Agreement, Exhibit D, Scope of Work, and the Specifications. Except as set forth in Exhibit D, Scope of Work, Contractor is responsible for providing all facilities, materials, and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Services and to meet Contractor's obligations under this Agreement, to the satisfaction of the Court.
- 27.2 Delivery.** Contractor shall deliver to the Court the Deliverables in accordance with this Agreement.
- 27.3 Acceptance.**
- A.** All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court may reject any Services or Deliverables that: (i) fail to meet applicable requirements, Specifications, or acceptance criteria; (ii) are not as warranted; (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. The Court's Project Manager will apply the acceptance criteria set forth in Exhibit D, Scope of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- B.** If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria and provide a notice of rejection of such Deliverable or Service. Contractor shall have ten (10) business days, or as mutually agreed upon, from receipt of such notice to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.
- C.** If or when Contractor does not provide service(s) as specified, the Court may provide or contract with others to provide the service(s), and the amount payable under the Agreement shall be reduced by the cost to Court of labor, material, overhead, and administration for such corrective action. Such action does not constitute an acceptable alternative to performance of the Work by the Contractor.

- D. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the Court, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

27.4 Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

27.5 Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

28. Services and Deliverables. (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will use efficiently the resources or services necessary to provide the Services; and perform the Services in the most cost efficient manner consistent with the required level of quality and performance. Contractor represents and warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation. For each such Deliverable, the foregoing representation and warranty in this section shall commence for such Deliverable upon the Court's acceptance of such Deliverable, and shall continue for a period of one (1) year following Acceptance. In the event any Deliverable does not conform to the foregoing provisions of this section, Contractor shall promptly correct all non-conformities.

29. Standard of Performance; Warranties.

29.1 Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

29.2 Warranties.

- A. Contractor warrants and represents that all Work shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical, Unified Building and Plumbing, and any other code which may apply to the Work. Contractor must warranty all Work against defects in workmanship; and shall satisfactorily correct, at no cost to the Court, any such defect that may become apparent within a period of one (1) year after completion of the work. The warranty period shall commence upon date of acceptance by the Court. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

Contractor warrants and represents that all parts furnished during the Work shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the Court. Contractor shall provide specified Court Project Manager with all manufacturers' warranty documents upon completion of the installation and prior to leaving the job site.

- B. **Non-Infringement.** Contractor represents and warrants to Court that it is and will be either its own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
- C. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

D. Unless otherwise specified, the warranties set forth in this Section 29 commence after Work has been approved and accepted by Court.

30. **Survival.** Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

31. **Termination.**

31.1 **Termination for Cause.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

If the Court terminates this Agreement or any portion thereof for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Services not terminated hereunder.

31.2 **Termination for Convenience.**

- A. Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten (10) days' Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.
- B. If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

31.3 **Termination due to Fund Appropriation and Availability.**

- A. Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.
- B. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

31.4 **Termination due to Death, Permanent Incapacity.** This entire Agreement will terminate immediately without further action of the parties upon the death or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

31.5 **Effect of Termination and/or Expiration.**

- A. Upon any expiration or termination, or any portion thereof, Contractor shall promptly provide the Court with all originals and copies of Deliverables (including (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Works, Third Party Works, and Developed Works comprising such Deliverables or partially-completed Deliverables), Confidential Information, Court

Data, Court Works, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or any portion thereof, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not based on a Default, Court shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the Court's termination notice. Should Contractor not comply with the provisions of this section, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and Work product, and any and all intellectual property rights.

- 1) Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court.
- B. Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.
- C. Upon the Expiration/Termination Date:
- 1) The Court shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
 - 2) Without prejudice to the Court, Contractor shall be released from performing Services.

31.6 Termination Assistance. At the Court's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the Court or to its designee (collectively, "Successor") services reasonably necessary to enable the Court to obtain from another contractor, or to provide for itself, services to substitute for or replace the Services, together with all other services to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the Court by Contractor regardless of the reason for termination or expiration. At the Court's option and election, the Court may extend the Termination Assistance Period for an additional six (6) months.

32. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

33. Travel Rate Guidelines. Contractor's travel expenses are not reimbursable by the Court, unless the Agreement expressly indicates that the Court will reimburse such expenses in accordance with Exhibit E, Travel Guidelines.

34. Waiver; Severability.

34.1 Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

34.2 Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

35. Entire Agreement.

35.1 Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

- 35.2** This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- 35.3** This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

END OF EXHIBIT C

EXHIBIT D
SUPPLEMENTAL TERMS AND CONDITIONS

1. Data and Security.

1.1 Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Service Locations, industry-standard safety and physical security policies and procedures. While at each Court Service Location, Contractor shall comply with the safety and security policies and procedures in effect at such Court Service Location.

1.2 Data Security. Contractor shall comply with the Data Safeguards. Contractor personnel and Subcontractors shall not attempt to access, and shall not allow access to the Court data and other Confidential Information that is not required for the performance of the Services by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the Court data or other Confidential Information, Contractor shall promptly, at its own expense:

A. Notify the Court Project Manager (“CPM”) of such breach or potential breach; and

B. If the applicable Court Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor shall:

1) Investigate and cure the breach or potential breach; and

2) Take measures satisfactory to the Court to prevent such breach or potential breach from recurring.

1.3 Security Assessments. At least once a year, or upon the Court’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s compliance with the safety and security policies set forth in this Agreement or any Statement of Work. Contractor shall provide to the Court the results, including any findings and recommendations made by Contractor’s assessors, of such assessment, and, at its expense, take any corrective actions. The Court and Court Contractors may, at the Court’s expense, perform the assessments described in this Section and “snap” assessments (e.g., safety and data/physical security assessments) of the Court Service Locations.

2. Four-Digit Date Compliance. Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and/or Services to the Court. “Four-Digit Date Compliant” Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

3. Intellectual Property.

3.1 Contractor/Third Party Works. Contractor shall set forth in an exhibit to each Statement of Work all Contractor Works and Third Party Works that Contractor intends to use in connection with that Statement of Work. The Court shall have the right to approve in writing the introduction of any Contractor Works or Third Party Works into any Deliverable or Service prior to such introduction. Contractor grants to the Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Works and Third Party Works (including Source Code) and to sublicense such rights to other entities, in each case for the purpose of conducting the Court’s business.

3.2 Rights in Developed Works. Upon their creation, the Developed Works (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the Developed Works, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court’s or its designee’s ownership of any Developed Works and to obtain and enforce Intellectual Property Rights in or relating to Developed Works. Contractor may use Developed Works solely to provide the Services during the term of this Agreement. Contractor shall promptly notify the Court upon the completion of the development,

creation or reduction to practice of any and all Developed Works.

3.3 Retention of Rights. The Court retains all rights, title and interest (including all Intellectual Property Rights) in and to the Court Works. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Works.

3.4 Third-Party Rights. Contractor hereby assigns to the Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third Party Works incorporated into the Deliverables or Services. If such licenses and rights cannot be validly assigned to or passed through to Court by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.

4. Malicious Code. No Deliverable will contain any Malicious Code. Contractor shall immediately provide to the Court written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Court's IT Infrastructure or networks or in the Contractor systems used to provide Services. In the event Contractor or the Court discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Court, to effect the prompt removal of the Malicious Code from the Deliverables and the Court's IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

5. Progress Reports. As directed by the Court, Contractor must deliver progress reports or meet with Court personnel on a regular basis to allow: (i) the Court to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

6. Project Staff.

6.1 Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Court Project Manager.

6.2 Contractor Key Personnel. The Court reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the Court. Contractor shall not replace or reassign any Contractor Key Personnel unless the Court consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall:

- A. notify the Court promptly;
- B. provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Court; and
- C. be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Services).

6.3 Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Court in writing in advance. The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for

performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Services. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor:

- A. are jointly and severally liable to the Court for performing the duties in this Agreement;
- B. affirm the rights granted in this Agreement to the Court;
- C. make the representations and warranties made by the Contractor in this Agreement;
- D. appoint the Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and,
- E. shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

6.4 Project Staff. Contractor shall appoint to the Project Staff:

- A. Individuals with suitable training and skills to perform the Services; and
- B. Sufficient staffing to adequately provide the Services.

Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees. The Court shall have the right to require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Court or Court Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Court's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Court or Court Contractors. The Contractor Project Manager and the Court Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

6.5 Conduct of Project Staff.

- A. While at the Court Service Locations, Contractor shall, and shall cause Subcontractors to:
 - 1) comply with the requests, standard rules and regulations and policies and procedures of the Court regarding safety and health, security, personal and professional conduct generally applicable to such Court Service Locations;
 - 2) otherwise conduct themselves in a businesslike manner.
- B. Contractor further shall enter into an agreement with each of the members of the Project Staff which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Works, including all Intellectual Property Rights in and to Developed Works.
- C. Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any

other person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

7. **Third Party or Court Services.** Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a Third Party to perform any service within or outside the scope of the Services, including services to augment or supplement the Services or to interface with the IT Infrastructure of the Court or Court Contractors. In the event the Court performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Court and any such Third Party, to the extent reasonably required by the Court. As requested and approved in advance in writing the Court may reimburse Contractor for its actual out-of-pocket costs and personnel time based on a discounted rate table set forth in the applicable Statement of Work, in each case, in providing such assistance. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a Third Party to perform its work relating to the Services.
8. **Communication(s):** Any correspondence referring to the terms, prices and conditions of this Agreement must be directed to the Contracts & Procurement Unit, Attn: Linda Salcido.
9. **Publicity:** Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement without first obtaining the Court's prior written approval, which may be denied for any or no reason.

END OF EXHIBIT D

EXHIBIT E: PAYMENT PROVISIONS

The Provisions of this Exhibit will reflect the final negotiated provisions upon execution of Agreement.

1. Contract Amount. The total amount the Court may pay to Contractor under this Agreement for performing all Work, as well as all Travel and Living Expenses and/or Reimbursable Expenses specified therein (“Contract Amount”), shall not in any event exceed the Total Amount(s) to Date on the coversheet of this Agreement, Section 3, Contract Amount, and all amendments authorized under this Agreement.

2. Taxes. The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor’s or any Subcontractor’s employees’ wages. The Court will pay for any applicable State of California or local sales or use taxes on the Deliverables provided or Services rendered pursuant to this Agreement.

3. Invoicing Requirements.

3.1 Invoice Procedures. After the Court has accepted Services and/or Work Product, Contractor will send one (1) original correct, itemized invoice for the accepted Services and/or Work Product to “Accounts Payable”, at the address shown below. Invoices shall reference the Agreement and Purchase Order Number(s) as applicable.

Invoices for Digital Copier Services are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work.

Invoices for Managed Print Services are to be submitted quarterly in arrears for the services provided.

All billing shall cover services not previously invoiced.

3.2 Invoice Submittals. Invoices may be submitted either electronically via email (preferred method) or hard copy submittal by mail, in accordance with the following instructions:

A. Hard Copy Submittal of Invoices. Contractor may mail Invoices (hard copy) to Court address if they choose not to submit them electronically. Hard copy invoices must be sent to the following address:

Superior Court of California, County of Alameda
Finance Division/Accounts Payable
1225 Fallon Street, Room 210
Oakland, CA 94612

3.3 Invoice Instructions. Contractor will print each invoice on Contractor’s standard printed bill form, and each invoice will include at least (i) the Purchase Order Number; (ii) a unique invoice number; (iii) Contractor’s name and address; (iv) the nature of the invoiced charge; (v) the total invoiced amount; (vi) any/all receipts for Contractor provided materials; (vii) Contractor’s Taxpayer Identification number (FEIN); (viii) preferred remittance address, if different from mailing address; and, (ix) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and/or the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice(s).

4. Payment. The Court will endeavor to pay invoices within thirty (30) days after receipt of a correct, itemized invoice. In no event shall the Court be liable for interest or late charges for any late payments.

Payment shall be made by the Court to the Contractor at the address specified on the invoice.

The Court may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

5. **Pricing/Rate Sheet.**

Final Negotiated Pricing/Rate Sheet will be included here.

6. **Final Payment.** The following conditions must be fulfilled prior to final payment:

- 6.1 Contractor shall have delivered to the Court all applicable written guarantees and warranties, including those of its Court approved subcontractors, if applicable; and,
- 6.2 Contractor shall have delivered to the Court all applicable manuals.

The final payment shall be the amount owed to Contractor, in accordance with this Agreement, less the following: (i) any amounts reasonably disputed by the Court; (ii) one hundred fifty percent (150%) of the Court's estimate of any amount necessary to complete any Punch List Items which are still not complete; (iii) any amounts attributable to stop notices which the Court is required to withhold under California law (i.e. Civil Code sections 3181 et. seq.).

7. **Release of Claims.** The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State Entities, County of Alameda, and the Court of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the Court), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of claims.

END OF EXHIBIT E

ATTACHMENT C-1

DIGITAL COPIERS PRICING SHEET(S)

1. Pricing.

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, repair and/or replacement parts, and consumable supplies, with the exception of paper and staples. No other charges shall be allowed. All prices and fees are stated in U.S. Dollars.

Pricing shall be inclusive of all labor charges, repair and/or replacement parts, and all consumable supplies with the exception of paper and/or staples.

2. Price Increases.

Prices shall be firm, fixed for the Term of the Contract, except as allowed for in specified Pricing Model(s). Any decrease in pricing will be automatically extended to the Court. Except as allowed for in specified Pricing Model(s), requests for price increases will not be considered during the first two (2) years of the Agreement. Subsequent requests for price increases must be submitted in writing to the Court Contracts & Procurement Unit contact person thirty (30) days prior to the effective date of any proposed price increase. Requests must include proof/justification of the cost increase. The net dollar amount of profit will remain firm during the full Term of the Contract. Adjustments increasing Contractor's profit will not be allowed. Contractor will be limited to three (3) requests for price increases through the full Term of the Contract, except as allowed for in specified Pricing Model(s). The Court will consider, but, not be obligated to grant Contractor's request(s) for price increase(s) which meet these requirements.

3. Invoicing.

Invoices shall be submitted by Contractor in arrears on a quarterly basis and shall meet Court requirements in all aspects. Court invoicing requirement shall be finalized upon execution of Contract. Contractor shall have the capability of invoicing on a per Court Location basis, per machine basis, and on an organizational basis. Contractor shall ensure that all invoicing issues are handled immediately.

4. Pricing Models.

Contractor must submit pricing as set forth in the following table(s):

3.1 Pricing Model 1.

MODEL 1 PRICING								
Copier Level	B&W / Color	Output Speed B&W / Color	Qty. of Copiers	Total Monthly Average per Copier (B&W)	Total Monthly Average per Copier (Color)	Monthly Base Rental Fee	Cost Per Copy (B&W)	Cost Per Copy (Color)
Level 1 Low Volume (20 – 49 ppm)	B&W	20 ppm	3	754	N/A			
	B&W	28 ppm	7	11,429	N/A			
	B&W/ Color	31 ppm 31 ppm	1	303	240			
	B&W	32 ppm	10	25,131	N/A			
	B&W / Color	35 ppm / 30 ppm	2	12,119	1,805			
	B&W	35 ppm	12	13,511	N/A			
	B&W	36 ppm	4	21,504	N/A			
	B&W	38 ppm	7	46,584	N/A			
	B&W / Color	45 ppm / 35 ppm	1	3,216	1,803			
B&W	45 ppm	9	39,529	N/A				
Level 2 Mid-High Volume (50 – 59 ppm)	B&W	50 ppm	2	30,839	N/A			
	B&W	55 ppm	26	99,797	N/A			
Level 3 High Volume (60 + ppm)	B&W	65 ppm	3	38,394	N/A			
	B&W/ Color	70 ppm 45 ppm	1	4,829	1,197			
	B&W	95 ppm	1	48,412	N/A			

- A. Must be inclusive of delivery, installation, setup, unlimited training, and all costs associated with operating the copier including maintenance and supplies, excluding paper.
- B. Base Monthly Rental Fee.
- C. Cost Per Copy Maintenance (including preventive, emergency, and non-emergency maintenance) and Supplies (with the exception of paper) without required minimums.
- D. Cancellation of any rental upon thirty (30) days advance notice for any reason, at the Court’s discretion, with no penalties for termination.

3.2 Pricing Model 2.

MODEL 2 PRICING								
Copier Level	B&W / Color	Output Speed B&W / Color	Qty. of Copiers	Total Monthly Average per Copier (B&W)	Total Monthly Average per Copier (Color)	Monthly Lease Fee	Cost Per Copy (B&W)	Cost Per Copy (Color)
Level 1 Low Volume (20 – 49 ppm)	B&W	20 ppm	3	754	N/A			
	B&W	28 ppm	7	11,429	N/A			
	B&W/Color	31 ppm / 31 ppm	1	303	240			
	B&W	32 ppm	10	25,131	N/A			
	B&W	35 ppm	12	13,511	N/A			
	B&W / Color	35 ppm / 30 ppm	2	12,119	1,805			
	B&W	36 ppm	4	21,504	N/A			
	B&W	38 ppm	7	46,584	N/A			
	B&W / Color	45 ppm / 35 ppm	1	3,216	1,803			
	B&W	45 ppm	9	39,529	N/A			
Level 2 Mid-High Volume (50 – 59 ppm)	B&W	50 ppm	2	30,839	N/A			
	B&W	55 ppm	26	99,797	N/A			
Level 3 High Volume (60 + ppm)	B&W	65 ppm	3	38,394	N/A			
	B&W/Color	70 ppm / 45 ppm	1	4,829	1,197			
	B&W	95 ppm	1	48,412	N/A			

- A. Must be inclusive of delivery, installation, setup, unlimited training, and all costs associated with operating the copier including maintenance and supplies, excluding paper.
- B. Monthly Lease Fee.
- C. Cost Per Copy Maintenance (including preventive, emergency, and non-emergency maintenance) and Supplies (with the exception of paper) without required minimums.
- D. Cancellation of any lease upon thirty (30) days advance notice for any reason, at the Court’s discretion, with no penalties for termination.

3.3 Pricing Model 3.

MODEL 3 PRICING						
Copier Level	B&W / Color	Output Speed B&W / Color	Qty. of Copiers	Total Monthly Average per Copier (B&W)	Total Monthly Average per Copier (Color)	Flat Rate Cost Per Copy (Regardless of Copier Type, Speed, Usage)
Level 1 Low Volume (20 – 49 ppm)	B&W	20 ppm	3	754	N/A	
	B&W	28 ppm	7	11,429	N/A	
	B&W/ Color	31 ppm / 31 ppm	1	303	240	
	B&W	32 ppm	10	25,131	N/A	
	B&W	35 ppm	12	13,511	N/A	
	B&W / Color	35 ppm / 30 ppm	2	12,119	1,805	
	B&W	36 ppm	4	21,504	N/A	
	B&W	38 ppm	7	46,584	N/A	
	B&W	45 ppm / 35 color	1	3,216	1,803	
B&W	45 ppm	9	39,529	N/A		
Level 2 Mid-High Volume (50 – 59 ppm)	B&W	50 ppm	2	30,839	N/A	
	B&W	55 ppm	26	99,797	N/A	
Level 3 High Volume (60 + ppm)	B&W	65 ppm	3	38,394	N/A	
	B&W/ Color	70 ppm 45 ppm	1	4,829	1,197	
	B&W	95 ppm	1	48,412	N/A	

- A. Must be inclusive of delivery, installation, setup, unlimited training, and all costs associated with operating the copier including maintenance and supplies, excluding paper.
- B. No Monthly Base Fee (Rental or Lease).
- C. Flat Rate Cost Per Copy shall apply to all machines regardless of size, speed, or functionality; and, shall include Maintenance (including preventive, emergency, and non-emergency maintenance) and Supplies (with the exception of paper) without required minimums.
- D. Cancellation of any machine upon thirty (30) days advance notice for any reason, at the Court’s discretion, with no penalties for termination.

- 3.4 All Pricing Models must allow the Court the flexibility to add and/or drop copiers at its sole discretion.
- 3.5 All Pricing Models must be inclusive of all labor charges; repair and/or replacement parts; and all consumable supplies with the exception of paper.
- 3.6 Proposals must identify and one-time set-up costs, annual maintenance costs (if not included in Pricing Models), training costs (if not included in Pricing Models), etc.
- 3.7 Proposals shall clearly identify the pricing structure for the immediate sourcing and any future upgrades.
- 3.8 All Pricing Models shall include all costs associated with making equipment ready for use including removal of all shipping debris.
- 3.9 **Copier Relocation.** From time to time it may be necessary for equipment to be relocated both within a Court Location and between Court Locations. When required, the following rates shall apply:

COPIER RELOCATION RATES	
Within Court Location	Between Court Locations

- 3.10 **Additional Information.** The following Table is provided in order to ensure all information is submitted. Should Contractor choose to submit Additional Information including Rate/Pricing Assumptions, Exceptions, etc., Contractor to provide the information in the below table or in a similar format.

Additional Information

ATTACHMENT C-2

MANAGED PRINT SERVICES PRICING SHEET(S)

1. Pricing.

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, repair and/or replacement parts, and consumable supplies, with the exception of paper and staples. No other charges shall be allowed. All prices and fees are stated in U.S. Dollars.

Pricing shall be inclusive of all labor charges, repair and/or replacement parts, and all consumable supplies with the exception of paper and/or staples.

2. Price Increases.

Prices shall be firm, fixed for the Term of the Contract, except as allowed for in specified Pricing Model(s). Any decrease in pricing will be automatically extended to the Court. Except as allowed for in specified Pricing Model(s), requests for price increases will not be considered during the first two (2) years of the Agreement. Subsequent requests for price increases must be submitted in writing to the Court Contracts & Procurement Unit contact person thirty (30) days prior to the effective date of any proposed price increase. Requests must include proof/justification of the cost increase. The net dollar amount of profit will remain firm during the full Term of the Contract. Adjustments increasing Contractor's profit will not be allowed. Contractor will be limited to three (3) requests for price increases through the full Term of the Contract, except as allowed for in specified Pricing Model(s). The Court will consider, but, not be obligated to grant Contractor's request(s) for price increase(s) which meet these requirements.

3. Invoicing.

Invoices shall be submitted by Contractor in arrears on a quarterly basis and shall meet Court requirements in all aspects. Court invoicing requirement shall be finalized upon execution of Contract. Contractor shall have the capability of invoicing on a per Court Location basis, per machine basis, and on an organizational basis. Contractor shall ensure that all invoicing issues are handled immediately.

4. Pricing Models.

Contractor must submit pricing as set forth in the following table:

Printer Category	Printer Type (Make, Model)	Avg. Monthly Pages Printed per Printer	Qty. of Printers	Total Monthly Avg. per Printer Type	Model 1 Pricing Here Cost per Page	Model 2 Pricing Here Cost per Printer Type (No Cost per Page)	Model 3 Pricing Here Cost per Printer Category (No cost per Page)	Model 4 Pricing Here Organizational Basis (Based on Total Number of Printers/ Printer Types/ Printer Demand)
Networked Laser Printers	DELL 2350DN	1,922	3	5,766				
	DELL 3330DN	11,525	7	34,574				
	HP 1320	3,474	6	10,422				
	HP 2055DN	22,636	13	67,907				
	HP 2200	814	4	2,443				
	HP 2300	4,296	4	12,888				
	HP 2300DTN	2,316	4	6,948				
	HP 2420	2,218	3	6,654				
	HP 2420DN	262	2	786				
	HP 2430	108,095	54	324,284				
	HP 2430DN	16,413	8	49,240				
	HP 2430N	5,603	1	16,808				
	HP 3005X	7,227	4	21,681				
	HP 3015	6,886	2	20,657				
	HP 3015D	5,936	3	17,807				
	HP 3015DN	12,833	5	38,499				
	HP 3050 AIO	532	1	1,596				
	HP 3600	157	3	470				
	HP 3600N	298	4	894				
	HP 3800N	3,437	2	10,310				
	HP 4000	1,216	7	3,648				
	HP 4000N	5,116	2	15,347				
	HP 4050	3,064	6	9,192				
	HP 4100	11,860	10	35,579				
	HP 4100N	5,612	4	16,835				
	HP 4200	3	1	11				
	HP 4250	7,226	3	21,677				
	HP 4550	111	5	335				
	HP 5	231	1	694				
	HP 5500DN	117	3	353				
HP 8000	1,119	2	3,357					
HP 8000N	5,743	1	17,230					

	HP 8150	30,713	6	92,139				
	HP 9050	4,040	1	12,120				
	HP M401DNE	2,196	4	6,589				
	HP P2015	1,987	2	5,963				
	HP P2015N	2,520	1	7,561				
	HP P3005	51,882	23	155,647				
	XER 8500DN	58	2	174				
	Totals:			217	1,055,579			
Non- Networked Laser								

*Model 1 Pricing Criteria:	
	a) Individual printer cost per page basis.
*Model 2 Pricing Criteria:	
	a) Printer Type basis without cost per page. Monthly rate.
*Model 3 Pricing Criteria:	
	a) Printer Category basis without cost per page. Monthly rate.
	(i) Price goes up or down per added/dropped printer.
*Model 4 Pricing Criteria:	
	a) Organizational basis from total number of printers, printer types, and printer demand. Monthly rate.
	(i) Price goes up or down per increase/decrease in printer count.
**Proposed Cost Model(s) Must:	
	a) Allow the Court the flexibility to add and/or drop printers at its sole discretion resulting in an increase/decrease in cost.
	b) Be inclusive of all labor charge; repair and/or replacement parts; and, all consumable supplies with the exception of paper and staples.