



# REQUEST FOR PROPOSALS (RFP)

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*SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF  
ALAMEDA*

**REGARDING:**

Request for Proposals for the Superior Court of California, County of Alameda moving services located within Alameda County.

**RFP: 1806.2018.4**

PROPOSALS DUE:

**May 14, 2018**

**NO LATER THAN 3:00 P.M. PACIFIC TIME**

***Corrected: April 27, 2018***

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## **RFP - ATTACHMENTS**

- 1. Administrative Rules Governing RFPs (Non-IT Services) - *These rules govern this solicitation.*
- 2. If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
- 3. Proposer’s Acceptance of Terms and Conditions - *On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.*
- 4. General Certifications Form - *The Proposer must complete the General Certifications Form and submit the completed form with its proposal.*
- 5. Darfur Contracting Act Certification - *The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.*
- 6. Payee Data Record Form - *This form contains information the JBE requires in order to process payments and must be submitted with the proposal.*
- 7. Court Move Schedule
- 8. N/A
- 9. Form for Submission of Questions
- 10. N/A
- 11. Designated Subcontractor List Form
- 12. Tool Control Policy

## **1.0 Introduction**

- a. This Request for Proposals ("RFP") is the means for interested moving companies ( hereinafter referred to as "Contractor(s)") to submit their Statements of Qualifications ("SOQ") and Fee Proposals (collectively, "Proposal(s)") to the Superior Court of California, County of Alameda ("Court") for the services described herein. The RFP and all related documents and addenda are available in electronic form at [www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov).

The Court's Facilities Unit is responsible for providing quality facilities management. The unit ensures that Court facilities are safe, secure, and operable in compliance with all applicable laws, codes, and regulations. The Facilities Unit coordinates judicial and staff moves, is responsible for asset and key management throughout the Court, and oversees the building access system.

## **2.0 Purpose of RFP**

- a. The Court is seeking to retain the services of an experienced and qualified moving company to provide comprehensive moving services. The Court is seeking Statements of Qualifications and Proposals from contractors to provide move services, subject to the conditions described in this RFP.
- b. The Court intends to award the project to one contractor and issue a Notice to Proceed in a timely manner following the selection process indicated herein.

## **3.0 Project Description and Site Information**

### **a. Project Description**

The contractor is to provide comprehensive move services to ALL Court locations within Alameda County. The Court has a total of nine locations within Alameda County plus the Alameda County-owned Property and Salvage yard. Services are to be completed during scheduled moves listed on Attachment 7 and periodic "off-cycle" moves on an as-needed basis described herein and in the Contract Documents. The vendor shall provide all labor, including supervision, tools, materials, equipment, licenses, permits, and incidentals required and/or implied for the complete and satisfactory performance of moving services in accordance with the specifications noted below.

**b. Services include but are not limited to the following duties:**

- i. Provide two employees and one supervisor to perform services listed herein 36 times per year as per the Monthly Move Date schedule (Attachment 7) and on an “as-needed” basis with advance notice to the contractor.
- ii. Provide general move services for Court staff which may consist of, but not limited to and without limitation, boxes, furniture, file cabinets, records, Court material and books, computer equipment, supplies, and other miscellaneous items to their newly identified areas within the listed Court locations.
- iii. Provide moving bins/totes as needed.
- iii. Systems furniture set up and breakdown (i.e. workstations, desktop surfaces – preferably KI, Hayworth, AllSteel).
- iii. Provide minor facility alterations such as hanging framed pictures, refurbishment and repair of area affected by moves.
- iv. Adjusting and reconfiguring workstations, moving, disconnecting/reconnecting standard peripheral equipment (i.e. phones, keyboards, etc.).
- v. Provide off-haul and disposal services as needed. Alameda County Property and Salvage yard to be the main disposal facility.
- vi. Other services to be provided:
  - Installation of ergonomic equipment (i.e. keyboard trays, monitors arms, etc.).
  - Assembling chairs and small furniture items.
  - Bolting free-standing furniture over 6 feet tall to the wall (i.e. bookcases, shelves, etc.).
  - Various miscellaneous tasks that may arise.
- vii. All services to be performed by the contracted vendor’s employees. No subcontracting without prior written approval from the Project Manager.

**c. Payment of Prevailing Wages**

- i. The selected Firm, and all subcontractors under the Firm, must pay all workers on the Project not less than the general prevailing rate of per

diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. The Firm shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.

- ii. The selected Firm shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- iii. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded."
- iv. The selected Firm shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. The Firm represents to the Court that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to

Labor Code section 1725.5. Each Firm acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.

- v. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Firm shall post job site notices, as prescribed by regulation. The selected Firm shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project.
  
- d. **Estimated Schedule of Work:** Estimated start month, day, and year for the Project is **July 1, 2018**. Project start and completion dates will be specified in the Court's Notice to Proceed ("Contract Time").
  
- e. **Work Hours:** Since the Work will be taking place in an occupied court facility, the selected firm will be required to coordinate work in such a way as to not disrupt Court operations. The majority of the work is to be completed Monday to Friday, 8:00 am to 5:00 pm. However, when work will adversely affect Court proceedings, Court will require that work be performed when the Court is not in session.
  
- f. **Examination of Contract Documents and Project Site:**
  - i. **Review of Contract Documents.** Submission of Proposal by a Firm signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of work to be performed for the Project included in a Proposal. Submission of a Proposal shall constitute a Firm's express representation to the Court that the Firm has fully completed the following:
    - Firm has visited the Project site for which they are submitting a Proposal and has examined thoroughly and understood the nature and extent of the Contract Documents, the applicable work for the Project, the Project site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the Firm and safety precautions and programs incident thereto;
  
    - Firm has reviewed and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the Project and as-built conditions, underground facilities, and all other physical conditions at or contiguous to the applicable Project

site or otherwise that may affect the cost, progress, performance, or furnishing of work for the applicable Project, as Firm considers necessary for the performance or furnishing of work for the Project at the amount set forth in the Cost Proposal, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Firm for such purposes;

- Firm has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- Firm has given the Court prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the Court is acceptable to Firm;

**ii. Conditions Shown on the Contract Documents:** Information regarding as-built conditions, or other conditions or obstructions, indicated in the Contract Documents (e.g. the plans and specifications for a Project), has been obtained with reasonable care, and has been recorded in good faith. However, the Firm may only rely on the accuracy of limited types of information as follows.

- As to aboveground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Firm is required to make such verification as a condition to bidding. In submitting its Proposal, Firm shall rely on the results of its own independent investigation. In submitting its Proposal, Firm shall not rely on Court-supplied information regarding aboveground conditions or as-built conditions.
- Firms may examine any available "as-built" drawings of previous work by giving Court reasonable advance notice. Court will not be responsible for accuracy of "as-built" drawings.

**g. Insurance:** The successful Firm for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Agreement, Exhibit D, Project Insurance Requirements. Policy limits and insurance requirements are

specified in the Agreement.

- h. **Backgrounds Checks.** The successful Firm will be required to comply with the Background Check provision set forth in Exhibit B, Section 21 of the Agreement. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person pursuant to the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Firm will not receive additional compensation or reimbursement from the Court for any costs related to escorting. The Court will pay for the cost of the background check (e.g. LiveScan), however, the successful Firm will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.
- i. **Substitution for Specified Items:**

  - i. Whenever in the Contract Documents any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, those references shall be deemed to be used for the purpose of facilitating the description of that material, process, or article desired, and shall be deemed to be followed by the words "or equal," except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion.
  - ii. The Agreement sets forth the process for requesting substitutions of specified items.
- j. **Warranty:** In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of **two (2) years** from the date of the Court's recordation of a Notice of Completion for the Project, and at the Court's sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Court, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Court is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Court for any costs incurred by the Court with respect to repairing or replacing the work.
- k. **Acceptance of the Terms and Conditions:**



- i. On (Attachment 3), 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 (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- iii. Note: A material exception to a Minimum Term will render a proposal non-responsive.

**4.0 Schedule of Events**

- a. In order to be considered, Proposals must be submitted to the Court in written form, no later than the time and date indicated in the Schedule of Events below. Firms must ensure compliance with the dates, times and processes set forth in the Schedule of Events.

**Schedule of Events**

<b>EVENT</b>	<b>DATE</b>
RFP issued	<i>April 23, 2018</i>
Deadline for questions	<i>May 7, 2018</i>
<b>Deadline to RSVP for Pre-proposal Site Visit</b>	<b><i>April 30, 2018 May 2, 2018</i></b>
Pre-proposal Site Visit	<i>May 3 and 4, 2018 at 8:00 AM</i>
Questions and answers posted	<i>May 9, 2018</i>
Latest date and time proposal may be submitted	<i>May 14, 2018 no later than 3:00 PM</i>
Evaluation of proposals ( <i>estimate only</i> )	<b>May 29, 2018</b>
Notice of Intent to Award ( <i>estimate only</i> )	<i>June 1, 2018</i>
Negotiations and execution of contract ( <i>estimate only</i> )	<i>June 8, 2018</i>

EVENT	DATE
Contract start date <i>(estimate only)</i>	<i>July 1, 2018</i>
Contract end date <i>(estimate only)</i>	<i>June 30, 2020</i>

- b. Firms assume all risk for ensuring receipt no later than the date and time specified in the Schedule of Events. The Court is not responsible for the failure of a Firm's choice of delivery service/method. The Court will not open, and will return, any Proposal received after the date and time specified in the Schedule of Events.
- c. **Changes to Process for Submitting Proposals and Schedule of Events.** The RFP and Schedule of Events are subject to change. The Court does not send notifications of changes to this RFP or the Schedule of Events to prospective Firms. The Court is not responsible for failure of any Firm to receive notification of changes in a timely manner. Firms are advised to visit the Court website ([www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov)) frequently to check for changes and updates to the RFP and the Schedule of Events.
- d. **Pre-Submittal Actions and Events.**
- i. Send Email of Intent to Attend the Pre-Proposal Site Visit no later than ~~April 30, 2018~~ May 2, 2018:
- Firms that intend to attend the pre-proposal site visit must notify the Court by sending an email to ~~[mkong@alameda.court.ca.gov](mailto:mkong@alameda.court.ca.gov)~~ [mkong@alameda.courts.ca.gov](mailto:mkong@alameda.courts.ca.gov) with the RFP number and Firm name in the subject line. Firm's Intent to attend the pre-proposal site visit should include the name, address, telephone, fax number, and e-mail address and contact person for the Firm.
- ii. ***Pre-Proposal Site Visit: Attendance of Pre-Proposal Site Visit is MANDATORY. The Court will reject a proposal from any Firm who did not attend the Pre-Proposal Site Visit. Each Firm must be certain to check in at the Pre-Proposal Site Visit, as the attendance list will be used to ascertain compliance with this requirement.***

**Pre-Proposal Site Visit will be scheduled at the site per the following:**

<p><b>Date:05/03/2018</b></p>	<p><b>Meeting Point:</b>  <b>Berkeley Courthouse</b>  <b>2120 Martin Luther King Jr. Way</b>  <b>Berkeley, CA 94704</b></p> <p><b>Proceeding to:</b>  <b>Wiley W. Manual Courthouse</b>  <b>661 Washington Street</b>  <b>Oakland, CA 94607</b></p> <p><b>Rene C Davidson Courthouse</b>  <b>1225 Fallon Street</b>  <b>Oakland, CA 94612</b></p> <p><b>County Administration Building</b>  <b>1221 Oak Street</b>  <b>Oakland, CA 94612</b></p> <p><b>George E. MacDonald HoJ</b>  <b>2233 Shoreline Drive</b>  <b>Alameda, CA 94501</b></p>	<p><b>Time: 8:00 am</b></p>
<p><b>Date:05/04/2018</b></p>	<p><b>Meeting Point:</b>  <b>Juvenile Justice Center</b>  <b>2500 Fairmont Drive</b>  <b>San Leandro, CA 94578</b></p> <p><b>Proceeding to:</b>  <b>Hayward Hall of Justice</b>  <b>24405 Amador Street</b>  <b>Hayward, CA 94544</b></p> <p><b>Fremont Hall of Justice</b>  <b>39439 Paseo Padre Parkway</b>  <b>Fremont, CA 94538</b></p> <p><b>East County Hall of Justice</b>  <b>5151 Gleason Drive</b>  <b>Dublin, CA 94568</b></p>	<p><b>Time: 8:00 am</b></p>

## 5.0 Submission of Proposals

- a. Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Package 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, requirements, completeness and clarity of content.
- b. Firms must submit their Proposal Packages as follows:
  - i. Proposers must submit one (1) original and four (4) copies of the Proposal Package as described in **Section 6.0** of this RFP;
  - ii. The original must be signed by an authorized representative; and
  - iii. The Proposal Package (and the copy thereof) must be submitted to the Court in a single, sealed envelope, labeled as follows:

Statement of Qualifications  
Submitted by (name of firm)  
Moving Services **RFP SC 1806.2018.4**

- c. Firms must submit PDF format files of the proposal package as described in **Section 6.0** of this RFP in electronic format as follows:
  - **One (1) USB or flash drive** - Please ensure electronic format is compatible with PCs;
  - Please ensure proposal are in **Adobe PDF formats**; and
  - Please use the following naming convention for electronic files:
  - Name of Company\_**RFP SC 1806.2018.4**
- d. **Proposals must be delivered** by the date and time listed in the Schedule of Events of this RFP to:

**Superior |Court of California, County of Alameda**  
Attn: Procurement, **RFP SC 1806.2018.4**  
1225 Fallon Street, Room 210  
Oakland, CA 94612

- e. Late Proposals will not be accepted. Any submittals received after the deadline will be rejected without review.

- f. **Incomplete submittals may be rejected without review.**
- g. 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.
- h. **Questions.** Interested parties may submit a request for clarifications, modifications or questions to the Court using the Form for Submission of Questions, provided in (Attachment 10). Requests shall be submitted via e-mail to [bidquestions@alameda.court.ca.gov](mailto:bidquestions@alameda.court.ca.gov) no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address.
- i. A Firm'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. In the event that the Firm with the highest scored Proposal refuses to execute a final contract for a Project within sixty (60) days of award, the Court reserves the right to award that Project to the Firm with the next highest scored proposal and execute a final contract with the Firm with the next highest scored proposal for that Project.
- j. **TELEPHONE CALLS WILL NOT BE ACCEPTED.**

**6.0 Proposal Packages** - The Proposal Package (and the copy thereof) must contain the following items:

- a. **Cover Letter** - Cover letters must include the following:
- Name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm;
  - Name, title, address, telephone number, and email address of the individual who will act as the Firm's designated representative for purposes of this RFP; and
  - The Cover Letter should be signed by an authorized representative of the Firm.

Cover letter should be no more than one (1) page.

**Note:** If the Firm is a sole proprietor using his/her social

security number, the social security number will be required before finalizing a contract.

b. Cost Proposal/Rate Sheet – cost proposal should include the following, but not limited to:

- Name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm;
- List of services: Provide Firm’s rate sheet for standard and overtime costs, which should include, but not limited to: hourly rate per crew person and supervisor, truck, fuel charges, equipment, etc.

c. Resumes and Key Staff Members

- Include resumes describing key staff members' background and experience in conducting the proposed activities. There is no limit on the number of key staff members proposed, but there is a limit of five (5) pages total.
- The resume submittals should be no more than five (5) pages total.

d. References and Experience

- i. Contractor to provide references and information for the **three (3) most recent** moving projects for California public entities, preferably Firm should provide references and information for the **three (3) most recent** moving projects completed for a courthouse in California. The references and information must include the following:
  - (a) Identify the client, number of sites where work was performed, a description of services and work provided the timeframe for completion, the original project budget and final cost.
  - (b) Identify the role of key team members that participated in the project.
  - (c) Provide a contact/ client reference with current contact information, including names, address and current telephone number for each project. The Court may

check references listed by the Firm.

Please ensure contact information for all references is up-to-date.

**References and information are to be no more than one (1) page for each project, for total of three pages.**

- e. Proposer's Acceptance of Terms and Conditions (Attachment 3) - On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
- f. General Certifications Form (Attachment 4) - The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
- g. Darfur Contracting Act Certification (Attachment 5) - The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
- h. Payee Data Record Form (Attachment 6) – The Proposer must complete the Payee Data Form and submit the completed form with its proposal.
- i. Designated Subcontractors List (Attachment 11). Firm must list on the Designated Subcontractors List those subcontractors who will perform any portion of Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project in excess of one half of one percent (0.5%) of total Proposal amount. Failure to submit the Designated Subcontractors List shall result in the Proposal for the applicable Project to be deemed non-responsive.
- j. Project Schedule – Firm must submit a Gantt chart project schedule. The project must be outlined and phases according to the project description (**Section 3.0 - Project Description and Site Information**) in this RFP.

## **7.0 Evaluation of Proposals**

### a. General.

At the time proposals are opened, each proposal for each Project will be checked for the presence or absence of the required proposal contents.

### b. Scoring of Proposals.

The Court will evaluate the proposals for each Project on a 100 point scale using the criteria set forth in the table below. Award, if made, will

be to the highest-scored Proposal using the criteria described in Section 2.0 of this RFP.

EVALUATION CRITERION	MAXIMUM NUMBER OF POINTS
<i>Experience on similar assignments</i>	30
<i>Cost</i>	50
<i>Credentials of staff to be assigned to the project</i>	15
<i>Acceptance of the Terms and Conditions</i>	5

**Court will post an intent to award notice of the selected Firms to this RFP's webpage at [www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov). Please refer to key events in the Schedule of Events of this RFP.**

## 8.0 Interviews

The Court will not be conducting interviews in person or by phone with Proposers.

## 9.0 Administrative Requirements

### a. Disabled Veteran Participation Goals

- i. The Court will not require contract participation goals for disabled veteran business enterprises (DVBES).

### b. California Rules of Court, Rule 10.500 - Public Access to Judicial Administrative Records

Records created as part of Firm's Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Firm's Proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Court does not consider such material exempt from disclosure under Rule 10.500, the material will be



made available to the public, regardless of the notation or markings. If a Firm is unsure if the information contained in its SOQ or Cost Proposal Form is confidential and/or proprietary then it should not include the information in its SOQ and Cost Proposal Form. A firm that indiscriminately identifies all or most of its SOQ or Cost Proposal Form as exempt from disclosure however may be deemed non- responsive.

**c. Errors in the RFP**

- i. If Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Firm shall immediately provide the Court with written notice of it and request that the RFP be clarified or modified. Without disclosing the source of the request, the Court may modify the RFP prior to the date fixed for submission of Proposals by issuing an addendum.
- ii. If prior to the date fixed for submission of Proposals, a Firm knows of or should have known of an error in the RFP, and fails to notify the Court of the error, Firm shall submit its Proposal at its own risk, and if Firm is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

**d. Addenda:** The Court may modify the RFP prior to the date fixed for submission of Proposals by posting a revision on the Court website. If a Firm determines that a revision unnecessarily restricts its ability to submit its Proposal, it must notify the Court no later than one (1) day following the posting of the revision.

**e. Withdrawal and Resubmission/Modification of Proposals:** Firm may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Firm. Firm 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 this 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 this RFP.

**f. Rejection of Proposals:** The Court may reject any or all Proposals and 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 Firm from full compliance with the RFP specifications. 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 Firm if it is deemed in the Court's best interest. Moreover, the Court reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

**g. Award of Contract**

- i. Award of a contract, if made, will be in accordance with the RFP to a responsible Firm submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the Judicial council.
- ii. The Court reserves the right to determine the suitability of Proposals for contracts on the basis of Firm meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

**h. Protest Procedure**

- 1. **General.** Failure of Firm to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- ii. **Prior to Submission of Proposal.** An interested party that is an actual or prospective Firm with a direct economic interest in the RFP may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFP received prior to the date and time when Proposal are due as set forth in the Schedule of Events. The protestor shall have exhausted all administrative remedies discussed herein prior to submitting the protest. Failure to comply with this Procedure shall be grounds for denying the protest.
- iii. **After Award**
  - a. A Firm submitting a Proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
    - 1. The Firm has submitted a Proposal that it believes to be

responsive to the RFP document;

2. The Firm believes that its Proposal meets the requirements of the RFP, proposes services of proven quality and performance, and offers a competitive cost; and
  3. The Firm believes that the Court has incorrectly selected another Firm submitting a proposal for an award.
- b. A Protest must be received no later than five (5) calendar days after the posting date of the Notice of Intent to Award.

**iv. Form of Protest**

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the RFP document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.
- f. The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such

new grounds or new evidence.

- v. **Determination of Protest Submitted Prior to Submission of Proposal.** Upon receipt of a timely and proper protest, the Court will provide a written determination to the protestor prior to the Proposal Due Date. If required, the Court may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.
  
- vi. **Determination of Protest Submitted After Submission of Proposal.** Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the Firm within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the Firm. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.
  
- vii. **Appeals Process**
  - a. The Court's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal, within five (5) calendar days of the issuance of the Court's decision.
  
  - b. The justification for appeal is specifically limited to:
    - 1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
  
    - 2. The Court's decision contained errors of fact, and such errors of fact were significant and material factors in the Court's decision; or

3. The Court's decision was in error of law or regulation.
- c. Firm's request for appeal shall include:
1. The name, address telephone and facsimile numbers, and email address of the Firm filing the appeal or their representative;
  2. A copy of the Court's decision;
  3. The legal and factual basis for the appeal; and
  4. The ruling or relief requested.
- d. Upon receipt of a request for appeal, the Court will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the Court.

**viii. Protest Remedies**

- a. If the protest is upheld, the Court will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive process, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend, but not limited to any of the following:
1. Terminate the awarded contract for convenience;
  2. Re-solicit the requirement;
  3. Issue a new RFP;
  4. Refrain from exercising options to extend the term under the 5. contract, if applicable;
  6. Award a contract consistent with statute or regulation; or
  7. Any other remedies as may be required to promote compliance.
- i. **Disposition of Materials.** All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the Court's option and at the expense of the Firm submitting the Proposal. One copy of a submitted Proposal will be retained for official files and

become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500.

**ATTACHMENT 1  
ADMINISTRATIVE RULES GOVERNING RFPs  
(NON-IT SERVICES)**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY ( “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](mailto: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 prior to its submission of a proposal.
- 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 on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

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

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.

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.

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. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a 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.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected 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.



## **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.

## ATTACHMENT 2

### General Terms and Conditions

#### 1. Provisions Applicable to Services

- 1.1 **Qualifications.** 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 or no reason, Contractor shall replace them with qualified personnel.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** 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 ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

#### 2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 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.
- 2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 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.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** 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.

### 3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' 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.
  - C. Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under

this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.

- E. Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the Court’s funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$500,000.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- 3.5 Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days’ prior written notice to the Court.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence 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.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors

in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement 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.

**5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

**6. Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed 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. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## **7. Termination**

**7.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

**7.2 Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) 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; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death 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.

**7.4 Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. 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. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

### **7.5 Rights and Remedies of the Court.**

**A. Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts

that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

**B. Replacement.** If the Court terminates this Agreement in whole or in part 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 and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

**C. Delivery of Materials.** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, 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 for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court’s termination Notice.

**7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

**8. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

**9. Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**10. Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court

funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

- 10.2 Domestic Partners, Spouses, and Gender Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* 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.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 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 the performance of 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 post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that 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 adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate 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 this section and shall provide the same rights of access to the Court.

- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, 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 Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If

(a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. 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.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive 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 the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. 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. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any 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 at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under 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.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.


**ATTACHMENT 3  
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

1. Bidder accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

***OR***

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

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

**ATTACHMENT 4  
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.

**Conflict Minerals.** Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

Check box to indicate acceptance of the clauses above.

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

**ATTACHMENT 5  
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

***OR***

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

***OR***

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

**CERTIFICATION FOR PARAGRAPH 3:**

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

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
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<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>



**END OF RFP  
FORM**