

IFB Title: Furniture Design, Layout, Delivery & Installation
IFB Number: *SC 011/025*

INVITATION FOR BIDS

SUPERIOR COURT – ALAMEDA COUNTY

REGARDING:

Furniture Design, Layout, Delivery & Installation

BIDS DUE:

December 20, 2011 NO LATER THAN 2:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 Court is remodeling an office and is in need of a vendor to provide systems furniture design, layout, delivery and installation services.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks goods meeting the following specifications:

Furniture design layout services which include; Order, Delivery, and Installation Services to the Hayward Hall of Justice Courthouse, Room 104 remodel project. Maximum lead time is 6-8 weeks from acceptance of bid. See Install Dates below. Product quality to be Level B or 2. Court is requesting name and spec sheets in addition to the cost and quote of items/services needed. Quote should include **both** regular time and after hours installation as needed

Proposed Room layout is attached. CAD drawing will only be supplied to awarded proposal. Walkthrough will be conducted once award has been assigned within one (1) week of award. Installation dates noted below must be adhered to; vendors must agree upon and include confirmation of deadlines in received proposals.

****Installation in 2 Phases (Phase 1 – Week of March 5, 2012 / Phase 2 – Week of April 23, 2012)****

ITEMS TO BE INCLUDED IN QUOTE:

Quantity five (5): 2 drawer lateral file cabinets;

Quantity ten (10): 4/5 drawer lateral file cabinets;

Quantity twelve (12): window workstations: 6'x 7' with 42" h panels {includes: corner surface w/ built-in adjustable keyboard tray with two (2) pedestals, tack board, paper management system; and one (1) ergo task chair;

Quantity thirty-eight (38): staff workstations 6'x 6' with 42" h panels {includes: corner surface w/ built-in adjustable keyboard tray; two (2) pedestals, tack board, paper management system; and one (1) ergo task chair;

Quantity three (3): manager office furniture. Office is 10'x11' includes "U-shaped desks" with hutch/overhead w/light, and tack board; one (1) pedestal; one (1) 2-drawer lateral file; and one (1) ergo task chair.

3.0 TIMELINE FOR THIS IFB

The Court has developed the following list of key events related to this IFB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
IFB issued	<i>December 14, 2011</i>
Deadline for questions	<i>December 16, 2011</i>
Questions and answers posted	<i>December 19, 2011</i>
Latest date and time bids may be submitted	<i>December 20, 2011 at 2:00 P.M.</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>December 22, 2011</i>

4.0 IFB ATTACHMENTS

The following attachments are included as part of this IFB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs (Non-IT Goods)	These rules govern this solicitation.
Attachment 2: Purchase Order Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must agree with the Purchase Order which contains these terms and conditions (the “Terms and Conditions”).
Attachment 3: Bidder’s Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to the Terms and Conditions will render a bid non-responsive.

Attachment 4: Darfur Contracting Act Certification	If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
--	--

5.0 SUBMISSIONS OF BIDS

- 5.1 Bids should provide straightforward, concise information that satisfies the requirements of the "Bid Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB's instructions and requirements, and completeness and clarity of content.
- 5.2 The Bidder must submit its bid in two parts, the non-cost information and the cost information.
- a. The Bidder must submit **one (1) original and two (2) copies** of the non-cost information. The original must be signed by an authorized representative of the Bidder. The non-cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.
 - b. The Bidder must submit **one (1) original and two (2) copies** of the cost information. The original must be signed by an authorized representative of the Bidder. The cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the non-cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.
- 5.3 Bids must be delivered by the date and time listed on the coversheet of this IFB to:
- Linda Salcido
Finance Bureau
1225 Fallon Street, Room 210
Oakland, CA 94612
- 5.4 Late bids will not be accepted.
- 5.5 Only written bids will be accepted. Bids must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Bids may not be transmitted by fax or email.

6.0 BID CONTENTS

6.1 Non-Cost Information. The following must be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.

- a. Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Model number(s), specifications, or other description of the goods Bidder proposes to supply to the Court, including warranty information.
- c. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change.
 - ii. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to the Terms and Conditions will render a bid non-responsive.**
- d. Certifications, Attachments, and other requirements.
 - i. Bidder must include the following certification in its bid:

Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
 - ii. If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its bid.
 - iii. If Bidder is a corporation, proof that Bidder is in good standing and qualified to conduct business in California.

- iv. In its bid, Bidder must certify that it and all of its affiliates that make sales for delivery into California are holders of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 and following; or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.

6.2 Cost Information. The following must be included in the cost information.

- i. Line item costs for; design layout and project management, receipt/deliver/installation of product and labor during regular hours, receipt/deliver/installation of product and labor during after hours, window stations as described, staff stations as described, manager stations as described, and lateral file cabinets as described, receipt and installation
- ii. Overall project lump sum cost.

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

7.0 OFFER PERIOD

A Bidder's bid is an irrevocable offer for ninety (90) days following the bid 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.

8.0 EVALUATION OF BIDS

The Court will evaluate the bids as described in the Administrative Rules. Award, if made, will be to the lowest qualified responsible bidder meeting specifications.

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

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a bid 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 upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

10.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

11.0 PROTESTS

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

Linda Salcido
Procurement Manager
1225 Fallon Street, Room 210
Oakland, CA 94612

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING IFBS
(NON-IT GOODS)

1. COMMUNICATIONS WITH COURT REGARDING THE IFB

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

2. QUESTIONS REGARDING THE IFB

- A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder'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.

3. ERRORS IN THE IFB

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

- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the Court's satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4. ADDENDA

- A. The Court may modify the IFB before the bid due date and time listed in the timeline of the IFB by issuing an addendum. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder 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 BIDS

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

6. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; 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 Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

7. RIGHT TO REJECT BIDS

- A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a

contract resulting from this IFB is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders 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 Bidder.

- C. The Court reserves the right to issue similar IFBs in the future. The IFB 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 bid.
- D. Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

8. EVALUATION PROCESS

- A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.
- B. Bids 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 IFB.
- C. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- E. 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 Bidders, who may attend the coin toss at their own expense.
- F. During the evaluation process, the Court may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, Bidder must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the Court will post an intent to award notice on its website, at Contract Opportunities

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

- A. Payment terms will be specified in any contract that may ensue as a result of the IFB.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Bidder. 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 contract between the Court and the selected Bidder.

11. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the Bidder 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 contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to execute the contract 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 contract. If the successful Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

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 bid to the Court, the Bidder offers and agrees that if the bid is accepted, Bidder 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 Bidder for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Bidder. (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 Bidder 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 Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder 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.)

ATTACHMENT 2
PURCHASE ORDER: TERMS AND CONDITIONS

1. Seller Certification Clauses

1.1 Representations and Warranties. Seller or vendor (Seller) certifies that the following representations and warranties are true:

(A) *Authority.* Seller has authority to enter into and perform its obligations under this purchase order (PO). Seller is qualified to do business and in good standing in the State of California.

(B) *Not an Expatriate Corporation.* Seller is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the purchaser under this PO (JBE).

(C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(D) *No Gratuities.* Seller has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of the Judicial Council of California, California appellate or trial court, the Administrative Office of the Courts, or the Habeas Corpus Resource Center (Judicial Branch Entity) with a view toward securing this PO or securing favorable treatment with respect to any determinations concerning its performance under this PO.

(E) *No Conflict of Interest.* Seller has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with certain Judicial Branch Entities.

(F) *No Interference with Other Contracts.* To the best of Seller's knowledge, this PO does not create a material conflict of interest or default under any of Seller's other contracts.

(G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Seller's knowledge, threatened against or affecting Seller or Seller's business, financial condition, or ability to perform under this PO, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Seller's business, the validity or enforceability of this PO, or Seller's ability to perform under this PO.

(H) *Compliance with Laws Generally.* Seller complies in all material respects with all laws, rules, and regulations applicable to Seller's business and services, and pays all undisputed debts when they come due.

(I) *Work Eligibility.* All personnel assigned to perform work under this PO are able to work legally in the United States and possess valid proof of work eligibility.

(J) *Drug Free Workplace.* Seller provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(K) *No Harassment.* Seller does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Seller may interact in the performance of this PO, and Seller takes all reasonable steps to prevent harassment from occurring.

(L) *Non-discrimination.* Seller 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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Seller 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. Seller has notified in writing each labor organization with which Seller has a collective bargaining or other agreement of Seller's obligations of non-discrimination.

(M) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this PO provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Seller (but not to exceed in the aggregate \$7,500 per year from the Seller), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Seller within the immediately preceding two-year period because of Seller's failure to comply with an order of a federal court requiring Seller to comply with an order of the National Labor Relations Board. Seller swears under penalty of perjury that this representation is true.

(N) *Special Provisions regarding Compliance with the Sweatfree Code of Conduct.* If this PO provides for furnishing equipment, materials, or supplies, or for the laundering of apparel, garments or corresponding accessories:

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this PO 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. Seller further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108. This certification is made under penalty of perjury.

- Seller cooperates fully in providing reasonable access to Seller'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 Seller's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

(O) *Special Provisions regarding Discharge Violations.* Seller is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions. Seller has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(P) *Special Provisions regarding the Use of Postconsumer Material.* If this PO provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Seller's postconsumer material in these goods can not be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or Seller website:

- Seller has delivered a declaration to the JBE specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the JBE, regardless of whether the goods meet the requirements of Public Contract Code section 12209.1;
- Under penalty of perjury, the declaration is true and correct and will remain so until Seller delivers any amendment of the current declaration to the JBE, in which case the current declaration as amended will be true and correct; and
- If Seller sells under this PO any printer or duplication cartridges that comply with Public Contract Code section 12209, Seller has so specified in the declaration required under this section.

2. Special Provisions for POs Providing for the Sale of Recyclable Goods

If this PO provides for the sale of goods, regardless of whether the goods are specified in PCC 12207, the JBE shall purchase and Seller shall sell under this PO only recycled products if fitness and quality are equal to non-recycled products and recycled products are available to the JBE at the same or lesser total cost as non-recycled products. In addition, if this PO provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Seller shall use recycled products in the performance of this PO to the maximum extent doing so is economically feasible.

3. Special Provisions for POs for Equipment, Materials, or Supplies; Loss Leader Prohibition

If this PO involves the furnishing of equipment, materials, or supplies, Seller shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

4. Special Provisions for POs Providing for Progress Payments

If this PO provides for the making of progress payments to Seller (e.g., in connection with the purchase and sale of any customizable goods), the JBE shall make the progress payments in arrears not more frequently than monthly and only following successful completion of any clearly identifiable project milestones set forth in this PO and that Seller has successfully achieved on the date indicated. The JBE shall withhold an amount of not less than 10 percent from each installment payment pending final completion of all work.

5. Special Provisions for POs Providing for Compensation of \$50,000 or more; Union Activities Certification Requirement

As required under Government Code sections 16645-16649, if this PO provides for total compensation in excess of \$50,000 to Seller:

5.1. Seller shall include with any request for cost reimbursement from the JBE's funds a certification that the Seller is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing; and

5.2. Seller shall not:

A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch POs;

B. Use the state's or JBE's funds received under this PO to assist, promote, or deter union organizing; or

C. For any business conducted under this PO, use any property of the state or JBE to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

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

6. Special Provisions Applicable to Competitively Bid POs; Antitrust Claims

If goods or services under this PO were obtained by means of a competitive bid, Seller shall comply with the requirements of Government Code sections set out below.

- Seller shall assign to the JBE 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 Seller for sale to the JBE pursuant to the bid. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Seller. (GC 4552)
- If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Seller shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Seller but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- Upon demand in writing by the Seller, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Seller has been or may have been injured by the violation of law for which the cause of action arose and (1) the JBE has not been injured thereby, or (2) the JBE declines to file a court action for the cause of action. (GC 4554)

7. Special Provisions regarding Ownership of Results:

7.1. Special Provisions Applicable to POs funded with Grant Funds. If this PO provides compensation to Seller under a project funded through a grant, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with JBE funds shall vest automatically and without further action of the parties with the JBE, effective at the conclusion of the project. If Seller provides written certification to the JBE that the property will continue to be used for grant-related purposes and the JBE approves such certification in writing, the JBE may permit title to all such property to remain with Seller in accordance with the JBE's written instructions. Seller must await specific written instructions from the project manager regarding any transfer of title or disposition.

7.2. Special Provisions Applicable to POs for Certain JBE-funded Equipment. If compensation under this PO is not through grant funding and this PO provides for the provision of equipment purchased or built with JBE funds, title to any equipment purchased or built with JBE funds shall vest in the JBE immediately upon payment of the purchase price. Before delivery to the JBE, Seller is responsible for loss or damage to the equipment to the extent it

results from the negligent act or omission of Seller or its directors, officers, employees, or agents, and Seller shall make all necessary or appropriate repairs and adjustments.

8. Audit and Records

8.1. Audit. Seller shall allow the JBE's designees and the JBE to review and audit Seller's documents and records relating to this PO, subject only to a lawyer's duty of confidentiality owed to a represented party. Seller shall correct errors and deficiencies by the 20th day of the month following the review or audit.

8.2. Ownership. The JBE is the exclusive owner of all materials collected and produced in connection with the Services. Upon request at any time, subject only to the duty of confidentiality owed to a represented party, Seller shall give original materials to the JBE or to another party at the JBE's direction. Seller shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- Seller's receipt of final payment under this PO; and
- The JBE's resolution with Seller of the findings of any final audit.

8.3. Copies. Seller may retain copies of any original documents Seller provides to the JBE.

9. Choice of Law and Jurisdiction

California law, without regard to its choice-of-law provisions, governs this PO. 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.

**ATTACHMENT 3
ACCEPTANCE OF PO TERMS AND CONDITIONS**

List below requests for clarifications, exceptions and amendments, if any, to the IFB and its Attachment 3, and submit with your bid response.

The Court is under no obligation to accept any exceptions and a material exception to the Terms and conditions will render a bi non-responsive.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
Bidder Name	Bidder Signature	Date

**ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.

OPTION #1 - CERTIFICATION

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

