

REQUEST FOR PROPOSALS

FRESNO SUPERIOR COURT

REGARDING:

**RFP for Copiers, Printers, and Managed Print Services
RFP 10-2015-PRINT**

PROPOSALS DUE:

December 7, 2015 NO LATER THAN 4:00 P.M. PACIFIC/DAYLIGHT
SAVINGS TIME

**It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial
branch entity from being recycled or remanufactured.**

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Fresno ("Court") is seeking proposals from qualified and experienced providers of copiers, printers, and multi-function (printer/scanner/fax) equipment ("MFP"s), in order to establish an annual source. Sought services include lease or rental of the above mentioned equipment for three years with the option for two additional annual lease renewals per machine; Managed Print Services (MPS) for leased equipment; consumable supplies (with the exception of paper); emergency and non-emergency repair service; preventive maintenance; end-user support; and operative training services.

The Court is additionally seeking proposals from providers of MPS for its fleet of Court-owned printers. The Court remains responsible for the acquisition and/or replacement of its fleet, and is solely seeking management of the print services. Details of each of the components of this solicitation can be found in the Scopes of Work.

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

The Court has provided separate Scopes of Work for each component of this solicitation. The details are found at pages 13 and 26, respectively. Interested proposers may respond to either or both components.

Scope of Work I: Leased Copiers, Printers, and MFPs
Scope of Work II: Managed Print Services for Court-owned printers

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>October 27, 2015</i>
Mandatory Pre-proposal Conference & Walk-thru	November 13, 2015, 9 a.m. PST <i>Main Courthouse, 8th floor</i>
Deadline for Questions and Non-binding Letter of Intent	<i>November 20, 2015, 4:00 p.m.</i>
Questions and Answers Posted	<i>November 24, 2015, 5:00 p.m.</i>
Latest date and time proposal may be submitted	December 7, 2015, 4:00 p.m.
Evaluation of proposals (<i>estimate only</i>)	<i>December 8-17, 2015</i>
Posting of Non-Cost Scores on website	<i>December 18, 2015, 12:00 p.m.</i>
Public opening of cost portion of proposals	December 18, 2015, 4 p.m. <i>Main Jury Assembly Room</i>
Anticipated interview dates (<i>estimate only</i>)	<i>Week of January 5-8, 2016</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>January 5, 2016</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>January 2016</i>
Contract start date (<i>estimate only</i>)	<i>April 1, 2016</i>
Contract end date (<i>estimate only</i>)	<i>June 30, 2019</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IT RFPs	These rules govern this solicitation.
Attachment 2: Standard Terms and Conditions	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").
Attachment 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. Note: A material exception to a Minimum Term will render a proposal non-responsive. Minimum Terms are clauses 1, 2, 6, 7, & 8.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. <i>[Only for solicitations of \$1,000,000 or more]</i>
Attachment 8: DVBE Bidder Declaration	These forms – Attachments 8 and 9 - must be completed and submitted in order to get full DVBE credit and scoring points in this RFP.
Attachment 9: DVBE Certification Declaration	These forms – Attachments 8 and 9 - must be completed and submitted in order to get full DVBE credit and scoring points in this RFP.

5.0 PAYMENT INFORMATION

- Payment will be per lease agreement and per machine billed monthly in arrears;
- Supplies shall be included in monthly billing, as needed;
- Any additional costs must be approved in writing by the Court, prior to being incurred.

6.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the "Timeline for this RFP" section. The pre-proposal conference will be held at the Court's offices at 1100 Van Ness Avenue, 8th floor, Fresno, CA 93721.

Attendance at the pre-proposal conference is **MANDATORY**. *Please tell us whether or not your company will attend, and send the number of persons expected, to the solicitations mailbox at solicitations@fresno.courts.ca.gov by end of business, **Wednesday, November, 11, 2016**.*

Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section. 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.
- 7.2 The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.
 - a. The Proposer must submit **one (1) original and six copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and six copies** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Fresno Superior Court
ATTN: Solicitations

1100 Van Ness Avenue Fresno
CA 93724-0002

7.4 Late proposals will not be accepted.

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

8.0 PROPOSAL CONTENTS

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

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. This information is required on Attachment 6.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP. Include also the name, title and address of the person authorized to sign the agreement(s).
- c. Model number(s), specifications, or other description of the goods the Proposer proposes to supply to the Court, including warranty information.
- d. Names, addresses, and telephone numbers of a minimum of five clients for whom the Proposer has provided similar goods. The Court may check references listed by the Proposer.
- e. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- f. Names, addresses, and telephone numbers of a minimum of five clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- g. Proposed method to complete the work. Include schedule of deliveries, and time needed to fully deliver.
- h. Acceptance of the Terms and Conditions.

(1) 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.

(2) If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes,

and (b) a written explanation or rationale for each exception and/or proposed change.

(3) Note: A material exception to a Minimum Term will render a proposal non-responsive. Minimum Terms include 1, 2, 6, 7 & 8.

i. Certifications, Attachments, and other requirements.

(1) The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

(2) The Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.

(3) If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

(4) Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.

(5) Proof of financial solvency or stability (e.g., balance sheets and income statements).

(6) The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.

8.2 Cost Portion. The following information must be included in the cost portion of the proposal.

a. IT Goods:

(1) The cost per unit for the leased equipment described in the non-cost information.

(2) The cost per consumable good of each type, e.g., toners, fusers, xerographic modules, etc.

(3) Any other costs, above the lease or MPS, not attributable to normal wear and tear that might be charged.

b. IT Services:

- (1) A detailed line item budget showing total cost of the proposed services.
- (2) A full explanation of all budget line items in a narrative entitled "Budget Justification."
- (3) A "not to exceed" total for all work and expenses payable under the contract, if awarded.

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.

9.0 MINIMUM QUALIFICATIONS

The minimum qualifications for responding to each SOW are listed in those documents specifically and vary slightly. Proof of meeting the specific qualifications must be included in that proposal.

10.0 OFFER PERIOD

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

11.0 EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0 at the downtown main courthouse, Jury Assembly Room.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Following initial scoring of the bids, the Court may clarify or negotiate contract terms and conditions with one or more of the bidders based on the bidder's preliminary rankings.

Award, if made, will be to the highest-scored proposal, and the Court will post an intent to award notice at www.fresno.courts.ca.gov/procurement.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	15 points
Experience on similar assignments	10 points
Cost	50 points

CRITERION	MAXIMUM NUMBER OF POINTS
Credentials of staff to be assigned to the project	5 points
Acceptance of the Terms and Conditions	5 points
Ability to meet timing requirements to complete the project	15 points

12.0 INTERVIEWS

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

13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.

The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") INCENTIVE

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

Eligibility for and application of the DVBE incentive is determined by the applicant's completion and submission of the appropriate documentation (Attachments 8 and 9). Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the score assigned to its proposal will be increased by an amount equal to 10% of the points assigned to the highest scored proposal. If an SBE incentive is also offered in connection with this solicitation,

additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

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

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 8). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Certification Declaration (Attachment 9) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

The application of the DVBE incentive may be affected by the application of the small business preference.

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

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

15.0 SMALL BUSINESS PREFERENCE

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

Eligibility for and application of the small business preference is determined by the applicant's completion and submission of the appropriate documentation (Attachment 5).

The Proposer will receive a small business preference if, in the Court's sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

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

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

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

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

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

16.0 PROTESTS

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

Fresno Superior Court
ATTN: Solicitations
1100 Van Ness Avenue Fresno
CA 93724-0002

**SCOPE OF WORK I:
LEASED COPIERS, PRINTERS, AND MFPs**

1. BACKGROUND

The Court has six separate facilities with MFPs. Five are located in the downtown area of the City of Fresno with the juvenile court located seven miles south. As of October 2015, there were 399 court-owned devices in these facilities that will need to be replaced with leased MFPs in the next few years. Most are printers (only) and 124 are MFPs. The current total average copy volume per year is approximately six million or an average of 500,000 per month. The Court anticipates this volume may decrease by 15-20 percent over the next fiscal year due to upcoming case e-filing options.

2. CONTRACTOR QUALIFICATIONS

- 2.1** Contractor shall have been in the business of providing, installing, maintaining, and servicing digital devices for a minimum of five years.
- 2.2** Contractor's principal business shall be the sale/lease of copiers, printers and/or MFPs.
- 2.3** Contractor's Service Technicians shall have been trained to properly service and maintain the equipment offered in its proposal. Contractor shall provide proof of such training in its proposal.

3. GENERAL REQUIREMENTS

- 3.1** Contractor must have customer support personnel to assist the Court in determining network requirements.
- 3.2 Equipment Delivery and Installation.** Contractor shall be responsible for all tasks associated with the delivery, setup, and installation of equipment, accessories, and software to make all MFPs fully operational. Delivery shall include, but is not be limited to, network installation; removal of waste material(s); and, scheduling and arranging user training as requested by the Court.
- 3.3 Replacements.** Malfunctioning MFPs will be replaced within 10 days. All replacement MFPs must be new and greater than or equal to original and shall remain on site for the term of the contract. Back-up MFPs (loaners) will be installed on a temporary basis while the malfunctioning machine is repaired or until a replacement is installed. Back-up equipment will be replaced within thirty days with the original machine or a new replacement.
- 3.4 Problem Machine Replacement.** Machines having demonstrated a history of excessive down time shall be replaced by Contractor with a new machine of equal or better features, unless the Court declines. Excessive down time shall be defined as six or more service calls in 30 consecutive days. Down-time shall be calculated from the time the Court places the service call and ends when machine is up and running.

4. TECHNICAL REQUIREMENTS

Contractor shall perform duties as directed by the Court. Duties include, but are not limited to those noted in items 4.1 through 4.7 below.

- 4.1 Providing MPS for all networked printers listed in the contract meeting the requirements noted in items A through D below.
 - A. A four-hour response time to service calls and toner replacements.
 - B. Preventative maintenance with each cartridge installation.
 - C. Asset tracking.
 - D. All parts, repairs, labor and maintenance kits.
- 4.2 Replacing all toner cartridges and consumable supplies as needed on networked printers listed in the contract. Consumable products include toner, rollers, waste containers, Xerographic module, fuser, maintenance kits, and all other replicable parts but excludes paper and staples. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the Court locations. If adequate stock is not available at a location, the Contractor must deliver the necessary items within four hours on-site after receipt of a verbal request. It is the responsibility of the Contractor to track the inventory and usage of supplies to ensure adequate availability.
- 4.3 Identifying technical problems.
- 4.4 Securing and installing replacement parts.
- 4.5 Testing and updating printer drivers at a mutually convenient time for Contractor and Court to ensure compatibility with all Court software.
- 4.6 Testing equipment after all repairs have been completed.
- 4.7 Installing a temporary replacement of equal or better quality if a printer is or projected to be down for 48 hours or more.

5. SERVICE AND REPAIR REQUIREMENTS

- 5.1 **Preventative Maintenance.** Contractor shall perform preventative maintenance on and manage (monitor use, suggest replacement upon failure, etc.) networked printers listed in the contract. Preventive maintenance and repairs will be based upon Court request and/or the specific needs of the MFPs based on the device statistic.
- 5.2 **Service Response.** Contractor shall provide a toll-free phone, fax number or email for the Court to identify problems as they arise. Contractor staff shall call the Court back within two hours of the initial Court call, fax or email. For service requests placed 8:00 a.m. to 1:00 p.m. during business days, Contractor shall respond within four hours to any Court location to fix the problem. For calls made after 1:00 pm, Contractor staff must be on-site no later than 9:00 am the next business day. The maximum response time shall be defined as: *from the time the Court contacts Contractor to the time the Contractor's technician(s) arrives on-site at the*

Court location. Failure to meet the four hour on-site response time on a continual basis as documented by the Court shall result in breach of contract.

5.3 Service. All maintenance parts and labor costs for service shall be included in the contract. In order to comply with the Judicial Branch Contracting Manual, Contractor shall provide the information noted in items A through E below for each instance that Contractor repairs/ maintains leased or owned Court MFPs.

- A. A description of the equipment malfunction or incident.
- B. Model and serial number of the device.
- C. Date and time of technician arrival.
- D. Actual work completed.
- E. Date and time equipment is returned to service.

Contractor will have available and operational a meter credit arrangement to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies while servicing or repairing devices. This provision is not intended to cover defects in copy quality that are the result of operator errors such as incorrect paper selection, operation of machine with insufficient toner, etc. The credit must be reported to the Contractor's Project Manager after service.

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

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

Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all MFPs supplied under the contract. Contractor shall have a sufficient number of technicians to service and support the requirements under the contract within the specified response time. The maximum allowable downtime for any piece of equipment is 48 hours.

5.5 Supplies. The Court requires real-time inventory management of all consumable supplies and delivery of needed consumable products. This include end-user replacement components for all output devices defined within this RFP. This covers all existing MFPs and any MFPs replaced as part of the contract. Below is a list of supply expectations.

- Consumable supplies must meet original manufacturer specifications.
- Toner may not be off brand and must be OEM.
- Unlimited toner.
- Consumables supplies must not exceed 5 percent failure rate.
- Contractor assumes all responsibility for hardware performance due to consumable supplies.
- Contractor retains ownership of all consumable inventory.
- Down time due to lack of consumable supplies is not acceptable.
- Contractor is responsible for delivery of supplies to point of need.

5.6 Material Shipping. Contractor shall be responsible for all material(s) shipped prior to and during installation until the Court gives acceptance of the material(s) in writing. All

risk of loss or expense associated with storing material(s) prior to the date of acceptance by the Court is the responsibility of the Contractor.

6. DATA SECURITY REQUIREMENTS

6.1 Acceptance Criteria. Contractor shall insure that all the conditions listed in items A through C below are met.

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

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

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

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

6.5 Obsolete Equipment. Upon device end-of-life, the Contractor will come on-site and perform a hard drive erase/format. Upon completion, the Court will receive written acknowledgement from the Contractor with the information noted in items A through E below.

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

7. EQUIPMENT REQUIREMENTS

Multi-function printers proposed must be new and currently in production. New equipment is defined as: *newly assembled equipment that is factory produced and assembled for the first time which contain new components that have been fully inspected, tested, and fully meet product performance and reliability specifications.*

The Court shall be the first user of the new equipment. These devices shall not have been previously placed, either on loan, rental or lease. Equipment shall never have been placed in Contractor's or its customers' locations as a demonstration unit to include employee home offices.

7.1 Minimum Technical Specifications. Proposed MFPs must meet the minimum specifications set forth below; however, Contractor may exceed the minimum machine

features by proposing faster, larger, and/or more featured ones. Proposed MFPs shall meet the specifications noted in items A through JJ below.

- A.** Be from the same manufacturer and operate in a manner similar to one another.
- B.** Have copying, scanning, faxing, emailing, secure printing, and printing capability.
- C.** Have digital LED/touchscreen technology.
- D.** Ensure that every new device has a Type 3 universal print driver and that existing machines are compatible with this type of driver.
- E.** Incorporate a digital scanner to digitize the image (PDF, TIF, GIF, JPEG, grayscale, and black and white), store the image in memory, and produce copies from memory.
- F.** Use "scan once, print many" technology.
- G.** Be compatible with networking protocol TCP/IP and be capable of operating from Windows 7, 8, and 10; Windows Server 2012 R2; and Faxmaker.
- H.** Have 10/100MB Ethernet connection.
- I.** Have the capability of upgrading to network connectivity and be compatible with Post Script II and III; PCL; and Type 3 drivers.
- J.** Use code capabilities for printing out usage reports by department.
- K.** Have the capability of printing on stock ranging from 20 lb. bond to 110 lb. index, on letter (8.5 X 11"), legal (8.5 X 14"), and ledger (11 X 17") paper.
- L.** Have a bypass tray for the purpose of printing on specialized stock and number 10 envelopes.
- M.** Have to be capable of reduction/enlargement rates from 25 to 400 percent in one percent increments.
- N.** Have zoom capabilities from 64 to 200 percent.
- O.** Have automatic two-sided copying capable of 1:2, 2:2, and 2:1.
- P.** Have offset stacking and finishing capabilities with a minimum two stapling positions.
- Q.** Have an automatic document feeder with a minimum capacity of 50 sheets of 20 lb. bond paper.
- R.** Have booklet mode feature.
- S.** Have non-image area erase feature.
- T.** Have a minimum original and copy size of 4 x 6" and at minimum a maximum original and copy size of 11 x 17".
- U.** Have two-hole and three-hole punch option.
- V.** Have a black and white only option if color capable.
- W.** Have edge to edge copying capability.
- X.** Have automatic exposure control.
- Y.** Have automatic job start.
- Z.** Have auto energy saver.
- AA.** Have available accessories such as sorters; trays; document feeders; and large-capacity trays, feeders, finishers, and convenience trays.
- BB.** Have staple feature.
- CC.** Have ability to initialize quiet mode printing.
- DD.** Have copy/print Interrupt.
- EE.** Have USB print.
- FF.** Have eco-mode printing.
- GG.** Have secure printing.
- HH.** Have network file printing (ability to print from network folder).
- II.** Have Fax over IP (FOIP).
- JJ.** Have ID card scan/print (scan ID card front and back on one page).

7.2 General Features/Specifications. The Court has grouped its current fleet of MFPs into two levels. At minimum, proposed MFPs must meet the minimum specifications and the volume requirements noted below; proposed MFPs can exceed these requirements.

A. Medium Volume

- 1) Speed: 50 – 59 copies per minute.
- 2) Manufacturer's minimum rated monthly volume shall be 175,000 for black & white and 200,000 for color copiers.
- 3) Must have a minimum of four paper sources and a minimum capacity of 3,000 sheets with the capability of 11X17" printing.
- 4) Memory shall be scalable to 256 MB.
- 5) Scanning Resolution 600 x 600 dpi min.
- 6) Have capabilities to scan to the network or device hard drive.

B. High Volume

- 1) Speed: 75 or more copies per minute.
- 2) Manufacturer's minimum rated monthly volume shall be 175,000 for black & white and 200,000 for color copiers. Scanning Resolution 600 x 600 dpi min.
- 3) Memory shall be scalable to 256 MB.
- 4) Have capabilities to scan to the network or device hard drive.

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

8. AUTOMATED OUTPUT METERING

Contractor shall be responsible for installing automated metering methods for measuring copy volumes that meet all Court digital security requirements. The cost for such automated metering shall be included in the total contract cost.

9. CONTRACTOR RESPONSIBILITIES

9.1 Contractor must be ready and able to commence services immediately after the contract is executed and the Court provides appropriate procurement documentation. Contractor shall ensure that no equipment or supplies will be delivered to the Court location(s) prior to the date(s) agreed upon in the phase-in schedule by the Court's authorized representative. The Court will not be responsible for any unauthorized deliveries.

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

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

- 9.4** Contractor shall remove from the premises all crates, wrappings, and other flammable waste materials or trash. If premises are not properly maintained, the Court may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Contractor as deemed appropriate.
- 9.5** It will be the responsibility of Contractor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem-solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within 24 hours of notification by the Court.
- 9.6** Contractor shall designate a primary and back-up subject matter expert to provide training to Court personnel on device use and capabilities. Training will be scheduled at mutually agreed upon times during the initial installation of MFPs and quarterly thereafter, as requested by the Court. Contractor will bring adequate quantities of training materials when conducting trainings and provide training materials electronically to the Court. Training time, personnel, and material expenses shall be included in the contract costs.
- 9.7** Contractor shall be responsible for notifying the Court when an MFP is discontinued by the manufacturer and becomes unavailable. As requested by the Court, any discontinued model shall be replaced by Contractor, regardless of condition, with a replacement MFP of equal or greater technology which offers the same or better features than the discontinued model. All replacement models of discontinued models will require Court approval.
- 9.8** At any time during the contract period, should Contractor introduce new or improved models of MFP as replacements for models initially provided under the contract, Contractor shall submit in writing to the Court authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.
- 9.9** Contractor shall provide adequate staff to perform services required by the contract in a manner satisfactory to the Court.
- 9.10** Contractor shall prepare and maintain a comprehensive MFP manual designed to describe the machines and service functions, guide trained users and train future users.
- 9.11** Contractor must offer future upgrades or modifications to MFPs.
- 9.12** Contractor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. Consumable products include toner, rollers, waste containers, Xerographic module, fuser, maintenance kits, and all other replicable parts but excludes paper and staples. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the Court locations. If adequate stock is not available at a location, the Contractor must deliver the necessary items within four hours after receipt of a verbal

request. It is the responsibility of the Contractor to track the inventory and usage of supplies to ensure adequate availability.

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

10. COURT RESPONSIBILITIES

- 10.1** Provide the platform, if needed, for connectivity between the printers and Contractor's monitoring system for successful operation.
- 10.2** Work with Contractor, as needed, to effectively integrate the printer maintenance interface with the Court provided platform and network architecture.
- 10.3** Report any errors to the PM during the testing phase, as mutually agreed upon by Contractor and Court, upon commencement of testing activities.
- 10.4** Provide the Contractor with final approval that the printer maintenance system is ready for deployment following successful testing by completing a corresponding System Acceptance Certification, if requested by Contractor.
- 10.5** Implement/deploy new system changes/updates received from Contractor in a timely manner.
- 10.6** Ensure that all appropriate technical and user personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court locations in order to resolve development, testing, or user training issues.
- 10.7** Ensure that all appropriate technical personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court location(s) in order to install, setup, update and/or reconfigure the printer maintenance system. Contractor shall perform final testing in the operational environment, with Court assistance, to ensure functionality, quality and efficient performance.
- 10.8** Provide Contractor staff that have been cleared through a Live Scan criminal background check with vendor identifications to allow them entry into Court facilities and secure areas within those facilities.

11. PROJECT MANAGEMENT

- 11.1** Contractor shall designate a Program Manager (PM) and a Contract Administrator (CA). The CA will provide back-up and oversight to the PM. The PM shall serve as the Court's primary point of contact and work closely with the Court's authorized representative. The PM shall have the power and authority to make management decisions relating to Contractor's obligations under the contract. Contractor shall provide contact information at the start of the contract and update the Court authorized representative in writing within one business day of any changes for the PM

and CA. Contractor shall not remove the PM or CA from the project without the Court's approval. In the case of death, illness retirement, disability, resignation or termination for either position, the replacement shall be subject to the reasonable approval of the Court's authorized representative prior to commencement of work under the contract.

The PM shall be responsible for all products, services, and workmanship attributable to the Contractor as set forth in this scope of work and to which it either performs directly or elects to subcontract, with advance written approval by the Court. The PM shall be responsible for identifying and coordinating the installation specifics through the Court's authorized representative through a detailed deployment planning discussion, involving all related parties, prior to installation and deployment. The PM shall ensure that Contractor provides application software, if any, in accordance with the deployment requirements developed and agreed upon by the Court and Contractor. The PM and CA shall be responsible for the day-to-day oversight of and communication about the items noted in A through G below.

- A.** Ongoing maintenance support consistent with keeping printers viable and mechanically current.
- B.** Maintenance support of any licensed software that includes:
 - File maintenance;
 - Fixes associated with maintaining the printers in operational condition and consistent with the approved specifications;
 - Problem resolution;
 - Diagnostics; and,
 - System reviews.
- C.** Providing software and version updates as they become available, if applicable.
- D.** Having its customer support department responsible for the on-going support and maintenance of the printers once deployment begins.
- E.** The PM shall be responsible for managing the end result including day-to-day project management for the implementation of printer software, if applicable, including any development, integration, installation, and testing activities provided and agreed upon by the Court and Contractor.
- F.** The PM will lead the Contractor in developing an overall project plan no later than ten business days from the execution of the contract. The plan shall account for the following factors:
 - Management of resource requirements;
 - Direction of project tasks; and,
 - Interaction between the Contractor's assorted project personnel and the PM.

The Court shall have five business days to review the project plan document and provide a written counterproposal to any items that are not to the Court's satisfaction. Contractor shall provide an updated project plan document within three business days of receiving the Court's written response.

- G.** If applicable and requested by the Court, the PM shall also take the lead in developing a separate document that details any specification requirements required by the Court. The document shall be consistent with this scope of work. The Contractor and Court shall work together in good faith to identify and resolve any out-of-scope conditions that arise. Any change requested by the Court after the specification

requirements have been agreed to by both the Contractor and the Court, shall be considered a change in scope.

- 11.2** Contractor shall assign a Program Technical Lead (PTL) or PM designee. The PTL or PM designee shall provide ongoing assistance during the development of a specifications requirements document if one is requested by the Court. The PTL shall liaison between the Contractor and Court to ensure that both organizations fully understand, agree, and execute all components if a specification requirements document is required. In the event that the court does not require such a document, it shall be the PTL's primary responsibility to work with the PM and the Court's authorized representative to ensure that all technical aspects of the contract are delivered in the manner, timeline, and cost that are outlined in this scope of work.
- 11.3** Contractor shall provide software and associated application server objects, if any and as needed, in order for the printer maintenance to run effectively and efficiently within the Court's operation environment.
- 11.4** Contractor must provide a demonstration of printer maintenance and services as well as provide printer maintenance to the Court for acceptance testing, if requested. Thereafter, Contractor shall perform printer maintenance testing in a controlled development environment at its facility, making adjustments and corrections based on the results.
- 11.5** Contractor must be ready and able to commence services immediately after the contract is executed and the Court provides appropriate procurement documentation.
- 11.6** Contractor shall provide on-site at Court locations technicians and other such support personnel as deemed appropriate and agreed upon by the Court and Contractor. Such technicians and personnel shall perform the duties noted in items A through F below.
- A.** Ensure that hardware delivery and installation are coordinated prior to installation.
 - B.** Communicate a deployment plan for the delivery and installation of the Contractor assets.
 - C.** Establish regular communication with the Court to provide status on the deployment schedule through the completion of delivery and installation of Contractor assets.
 - D.** Manage all equipment installation activities and arrange for the disposal of all excess packaging materials.
 - E.** Provide detailed contacts and procedures for ongoing service deliverables.
 - F.** Provide escalation management for questions related to delivery and installation, and provide and affix product tag indicating end-user support numbers.
- 11.7** If requested by the Court, Contractor shall provide project management services noted in items A through I below.
- A.** Provide tasks and milestones for this project as further defined in a subsequent project plan developed by Contractor and approved by the Court.
 - B.** Provide regular status reports to the Court indicating the status of project tasks, if applicable.

- C. Participate in periodic meetings with Court staff, as deemed necessary by Contractor and Court.
- D. Proactively anticipate project deviations and take immediate corrective action.
- E. Proactively assist with resolution of issues with any aspect of Project Plan deliverables.
- F. Provide the Court with a single point of contact for all development, design, and maintenance of project deliverables. For help desk support (where specified by Contractor and agreed to by the Court), the Court shall contact Contractor's help desk directly to report any problems.
- G. Work together with the Court, as needed, to effectively integrate the printer application and/or hardware with the Court provided platform and network architecture, if applicable.
- H. Provide written acceptance, if requested, upon notification from the Court that system is ready for delivery and installation.
- I. Verify that the Court has provided all installation requirements, prior to printer maintenance and monitoring at the Court locations.

12. ENVIRONMENT

- 12.1 Daily Questions or Issues.** The Court authorized representative will contact the PM to resolve routine matters as they arise. The PM must respond to the Court authorized representative within four hours of contact. If the PM cannot resolve the problem or if the user is not satisfied with the level of service provided, then the Court authorized representative will contact the CA, who must respond within one business day.
- 12.2 Supplies.** The PM will be responsible for monitoring each copier location to ensure that adequate quantities of supplies are on hand to keep the unit operational. If emergency orders are required, the PM will be responsible for expediting the order and ensuring that supplies arrive to meet the required four-hour service window noted in section 5.
- 12.3 Invoicing.** The PM will be responsible for verifying the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice-related problems directly Court accounts payable department.
- 12.4 Repairs.** The PM will contact the using department to ensure all repairs were performed to its satisfaction. This includes response time and expediting any parts which may have to be installed.
- 12.5 Automated Metering.** The PM will track automated metering and therefore be responsible for the accuracy and verification of the monthly metering reports.
- 12.6 Relocating Copiers.** The PM is responsible for identifying and relocating MFPs, which are not properly categorized with respect to overutilization and/or underutilization. Upon approval, the PM will install the appropriate volume MFP and remove the existing machine.
- 12.7 Replacement Machines.** The PM will coordinate the installation of replacement copiers, either temporary or permanent. The PM will be responsible for ensuring that the hard drive for any machine returned for any reason is cleared upon return to Contractor.

12.8 MFP Operations. The PM is responsible for answering questions regarding machine features, special requirements, capabilities, etc. In addition, the PM, in accordance with the manufacturer's specifications, shall coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies (drum, toner, developer, etc.).

12.9 General Correspondence. The PM will be the primary contact for all correspondence between the Contractor and the Court's authorized representative.

12.10 Occupational Health and Safety Act Standard 1910.1200. In compliance with federal statutes, any chemical product delivered under the contract must be accompanied by a Material Safety Data Sheet containing all the following information:

- The chemical name and common name of the toxic substance;
- The hazards or other risks in the use of the toxic substance; and,
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment for the emergency procedure for spills, fires, disposal, and first aid.

13. REPORTS

Contractor shall provide a series of monthly, quarterly, yearly and/or on-demand reports as noted in items 13.1 through 13.8 below.

13.1 Inventory Reports. Contractor shall maintain an inventory record that identifies all equipment delivered under the contract. Monthly inventory reports shall be emailed to a special, designated email account by the 20th day of the following month. If the due date falls on a weekend or holiday, reports may be emailed the next business day. The report shall contain the information for all equipment listed below.

- Make.
- Model.
- Court facility.
- Specific location.
- Serial Number.
- Contractor's record of performed maintenance and repair.
- Monthly volume by machine or copies produced.
- Total billing for all contract services provided during this period.

13.2 Automated Metering Reports. Contractor shall provide reports for each calendar month to the Court itemizing the data listed below for each MFP.

- Machine serial number.
- The number of copies since the previous month.
- An "unusable copies" count.
- The number of copies used during service calls.

Monthly metering reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

13.3 Service Call Reports. Contractor shall provide service call reports with the information noted in items A through E below for each instance that Contractor repairs/maintains leased or owned Court MFPs.

- A. A description of the equipment malfunction or incident.
- B. Model and serial number of the device
- C. Date and time of technician arrival.
- D. Actual work completed.
- E. Date and time equipment is returned to service.

Monthly service call reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

13.4 Usage Reports. Contractor shall provide a quarterly usage report to the Court's authorized representative for each location by machine. Usage reports for the quarters ending in March, June, September and December shall be emailed to a special, designated email account by the last business day in April, July, October, and January, respectively. At time of reporting, Contractor shall review the copier volume classes and make recommendations based on the over-usage/under-usage of the machines. This will assist the Court in determining if the MFP fleet is right-sized or if there should be any modifications.

13.5 Average Response Time Reports. Contractor shall provide a monthly report to the Courts' authorized representative indicating both court-wide average response time and individual average response time for each copier. Monthly response time reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

13.6 Down-Time Reports. Contractor shall provide a monthly report indicating down-time percentage for both court-wide and individual down-time percentage for each individual MFP. Contractor shall consult this report in order to replace immediately any device recording five percent or more down-time with a new machine. Monthly down-time reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

13.7 Annual Reports. Contractor shall provide a report at the end of each fiscal year to the Courts' authorized representative indicating the actual 12-month copy volumes for each MFP. The report shall be emailed to a special, designated email account for the total preceding fiscal year (July 1- June 30) by the last business day of July.

13.8 Ad Hoc Reports. Contractor shall provide reports on any available data as needed within three weeks of Court request.

END OF MFP SCOPE OF WORK

**SCOPE OF WORK II:
MANAGED PRINT SERVICES (MPS)**

1. BACKGROUND

The Court has six separate facilities with court-owned printers. Five facilities are located in the downtown area of the City of Fresno with the juvenile court located seven miles south. As of September 2015, there were a total of 399 court-owned printers in these facilities. The Court intends to select a Contractor who shall provide MPS including: outsourced support, maintenance, consumables, and asset inventory control for its fleet of networked printers and multi-functional printers (MFPs) at all Court locations.

The Court's printer fleet is primarily made up of Lexmark printers; however, the Court's printer fleet also includes a small number of Hewlett Packard printers as noted below.

Make / Model	Number of devices installed
Lexmark C734n color	1
Lexmark E360	69
Lexmark MS410	84
Lexmark MS810	69
Lexmark MX310	46
Lexmark T650	23
Lexmark T652	63
Lexmark X364	2
Lexmark X466	35
Lexmark X658	3
Lexmark X792 color	1
HP 2600 color	1
HPCP1581ni color	1
HP 2025x color	1
	399

The Court upgrades a portion of its printer fleet on an annual basis. The Court shall remain responsible for the acquisition and replacement of its printer fleet, except as set forth herein.

2. CONTRACTOR QUALIFICATIONS

- 2.1** Contractor must have been in business for a minimum of five years.
- 2.2** Contractor must have experience in providing MPS solutions for a minimum of five years.

- 2.3 Contractor must provide five current customer references for which it currently provides a similar MPS solution with at least two coming from government or public sector customers.
- 2.4 Contractor must be an authorized service provider for each of the printer manufacturer that the court owns. Evidence of such authorizations must be provided in Contractor's proposal in response to this Request for Proposals (RFP).

3. GENERAL REQUIREMENTS

- 3.1 All replacement parts must be new original equipment manufacturer (OEM), factory authorized parts, or OEM remanufactured for the appropriate make and model of printer requiring the replacement part(s). Any OEM remanufactured part shall be certified as equal to or better than new OEM part(s) by the Contractor prior to installation.
- 3.2 Contractor shall maintain a first-response on-site repair rate of 80 percent or higher.
- 3.3 Contractor shall have the capabilities of installing a replacement printer from Court's printer fleet when depot repairs are required.
- 3.4 Contractor shall ensure that all networked printers listed in the contract are fully available for use and functioning not less than 95 percent of Court business hours.

4. TECHNICAL REQUIREMENTS

Contractor shall perform duties as directed by the Court. Duties include, but are not limited to, those noted in items 4.1 through 4.7 below.

- 4.1 Providing MPS for all networked printers listed in the contract accounting for items A through D noted below.
 - A. A four-hour response time to service calls and toner replacements.
 - B. Preventative maintenance with each cartridge installation.
 - C. Asset tracking.
 - D. All parts, repairs, labor and maintenance kits.
- 4.2 Replacing all toner cartridges and consumable supplies as needed on networked printers listed in the contract. Consumable products include toner, rollers, waste containers, Xerographic module, fuser, maintenance kits, and all other replicable parts but excludes paper and staples. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the Court locations. If adequate stock is not available at a location, the Contractor must deliver the necessary items within four hours on-site after receipt of a verbal request. It is the responsibility of the Contractor to track the inventory and usage of supplies to ensure adequate availability.
- 4.3 Identifying technical problems.
- 4.4 Securing and installing replacement parts.

- 4.5 Testing and updating printer drivers at a mutually convenient time for Contractor and Court to ensure compatibility with all Court software.
- 4.6 Testing equipment after all repairs have been completed.
- 4.7 Installing a temporary replacement of equal or better quality if a printer is or projected to be down for 48 hours or more.

5. SERVICE AND REPAIR REQUIREMENTS

- 5.1 **Preventative Maintenance.** Contractor shall perform preventative maintenance on and manage (monitor use, suggest replacement upon failure, etc.) networked printers listed in the contract. Preventive maintenance and repairs will be based upon Court request and/or the specific needs of the equipment based on the device statistic.
- 5.2 **Service Response.** Contractor shall provide a toll-free phone, fax number or email for the Court to identify problems as they arise. Contractor staff shall call the Court back within two hours of the initial Court call, fax or email. For service requests placed 8:00 a.m. to 1:00 p.m. during business days, Contractor shall respond within four hours to any Court location to fix the problem. For calls made after 1:00 pm, Contractor staff must be on-site no later than 9:00 am the next business day. The maximum response time shall be defined as: *from the time the Court contacts Contractor to the time the Contractor's technician(s) arrives on-site at the Court location*. Failure to meet the four hour on-site response time on a continual basis as documented by the Court shall result in breach of contract.
- 5.3 **Service.** All maintenance parts and labor costs for service shall be included in the contract. In order to comply with the Judicial Branch Contracting Manual, Contractor shall provide the information noted in items A through E below for each instance that Contractor repairs/ maintains leased or owned Court devices.
 - A. A description of the equipment malfunction or incident.
 - B. Model and serial number of the device.
 - C. Date and time of technician arrival.
 - D. Actual work completed.
 - E. Date and time equipment is returned to service.

Contractor will have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies while servicing or repairing devices. This provision is not intended to cover defects in copy quality that are the result of operator errors such as incorrect paper selection, operation of machine with insufficient toner, etc. The credit must be reported to the Contractor's Project Manager after service.

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

6. DATA SECURITY REQUIREMENTS

6.1 Acceptance Criteria. Contractor shall meet the requirements noted in items A through C below.

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

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

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

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

6.5 Obsolete Equipment. Upon device end-of-life, the Contractor will come on-site and perform a hard drive erase/format. Upon completion, the Court will receive written acknowledgement from the Contractor with the information noted in items A through E below.

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

7. CONTRACTOR RESPONSIBILITIES

7.1 Contractor must be ready and able to commence services immediately after the contract is executed and the Court provides appropriate procurement documentation. Upon execution of the contract, Contractor shall provide a current assessment of the Court's printing environment to include comprehensive reporting that lists all hard and related costs associated with printing. Assessment shall be performed manually (physically taking page counts and monitoring) of all printers networked and non-networked in order to provide the required services of fleet refresh, consolidation, and optimization.

7.2 Contractor's technicians shall replace all printer cartridges for printers listed in the contract.

7.3 Contractor shall provide software and associated application server objects, if any as needed, in order for the printer maintenance to run effectively and efficiently within the Court's operation environment.

- 7.4 Contractor shall provide software and version updates as they become available.
- 7.5 Contractor must provide a demonstration of printer maintenance and services as well as provide printer maintenance to the Court for acceptance testing, if requested. Contractor shall perform printer maintenance testing in a controlled development environment at its facility, making adjustments and corrections based on those results.
- 7.6 Contractor shall supply all toner cartridges. The Court may require Contractor to supply inkjet cartridges. All toner and inkjet cartridges must be new original equipment manufacturer (OEM) or OEM remanufactured if certified as equal to or better than new OEM.
- 7.7 Contractor shall render all services in a professional manner consistent with the skills customary in the trade or profession to which the skills relate.
- 7.8 Contractor shall be available for scheduled monthly and/or quarterly meetings with the Court to discuss ways to optimize the existing printer fleet using statistical information gathered by Contractor. These meetings should explore ways to save additional monies through the use of printer swapping or replacements in order to optimize the use of printers for the right workload.
- 7.9 Contractor shall perform/maintain fixed asset inventory of all networked and non-networked printers. Contractor shall provide fixed asset inventory information in an Excel-compatible format.
- 7.10 At a mutually convenient time for Contractor and Court, Contractor shall test and update printer drivers to ensure compatibility with all Court software.
- 7.11 Contractor shall provide, on-site at Court locations, technicians and other such support personnel as deemed appropriate and agreed upon by the Court and Contractor, including those noted in section 9.

8. COURT RESPONSIBILITIES

- 8.1 Work with Contractor, as needed, to effectively integrate the printer maintenance interface with the Court provided platform and network architecture.
- 8.2 Report any errors to the PM during the testing phase, as mutually agreed upon by Contractor and Court, upon commencement of testing activities.
- 8.3 Provide the Contractor with final approval that the printer maintenance system is ready for deployment following successful testing by completing a corresponding System Acceptance Certification, if requested by Contractor.
- 8.4 Implement/deploy new system changes/updates received from Contractor in a timely manner.
- 8.5 Ensure that all appropriate technical and user personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court locations in order to resolve development, testing, or user training issues.

- 8.6 Ensure that all appropriate technical personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court location(s) in order to install, setup, update and/or reconfigure the printer maintenance system. Contractor shall perform final testing in the operational environment, with Court assistance, to ensure functionality, quality and efficient performance.
- 8.7 Provide Contractor staff that have been cleared through a Live Scan criminal background check with vendor identifications to allow them entry into Court facilities and secure areas within those facilities.

9. PROJECT MANAGEMENT

- 9.1 Contractor shall designate a Program Manager (PM) and/or a Contract Administrator (CA). The CA will provide back-up and oversight to the PM. The PM shall serve as the Court's Primary point of contact and work closely with the Court's authorized representative. The PM shall have the power and authority to make management decisions relating to Contractor's obligations under the contract. Contractor shall provide contact information at the start of the contract and update the Court authorized representative in writing within one business day of any changes for the PM and CA. Contractor shall not remove the PM or CA from the project without the Court's approval. In the case of death, illness, retirement, disability, resignation or termination for either position, the replacement shall be subject to the reasonable approval of the Court's authorized representative prior to commencement of work under the contract.

The PM shall be responsible for all products, services, and workmanship attributable to the Contractor as set forth in this scope of work and to which it either performs directly or elects to subcontract, with advance written approval by the Court.

The PM shall be responsible for identifying and coordinating the installation specifics through the Court's authorized representative through a detailed deployment planning discussion, involving all related parties, prior to installation and deployment.

The PM shall ensure that Contractor provides application software in accordance with the deployment requirements developed and agreed upon by the Court and Contractor. The PM and CA shall be responsible for the day-to-day oversight of and communication about the items noted in items A through E below.

- A. Ongoing maintenance support consistent with keeping printers viable and mechanically current.
- B. Maintenance support of any licensed software that includes:
 - File maintenance;
 - Fixes associated with maintaining the printers in operational condition and consistent with the approved specifications;
 - Problem resolution;
 - Diagnostics; and,
 - System reviews.
- C. Have the customer support department responsible for the on-going support and maintenance of the printers upon contract execution.

- D. Be responsible for managing the end result including day-to-day project management for the implementation of printer software, if applicable, including any development, integration, installation, and testing activities provided and agreed upon by the Court and Contractor.
- E. If applicable and requested by the Court, the PM shall also take the lead in developing a project plan that is consistent with this scope of work, details any specification requirements required by the Court, provide tasks and milestones for this project, and accounts for the following factors:
 - Management of resource requirements;
 - Direction of project tasks; and,
 - Interaction between Contractor project team and Court.

The Court shall have five business days to review the project plan document and provide a written counterproposal to any items that are not to the Court's satisfaction. Contractor shall provide an updated project plan document within three business days of receiving the Court's written response. Any change requested by the Court after the specification requirements have been agreed do by both the Contractor and the Court, shall be considered a change in scope.

- 9.2 Contractor shall assign a Program Technical Lead (PTL) or PM designee. The PTL or PM designee shall provide ongoing assistance during the development of a specifications requirement document to ensure that both Contractor and Court fully understand and agree to the requirements stated therein. The PTL shall also work with the PM and Court authorized representative as needed to facilitate mutual execution of the specifications requirements document, if such documentation is requested by the Court. Neither party will unreasonably withhold approval.
- 9.3 Contractor shall act as the primary provider and be responsible for all products, services, and workmanship attributable to the Contractor as set forth in this scope of work and to which it either performs directly or elects to subcontract, with advance written approval by the Court.
- 9.4 Contractor shall be responsible for identifying and coordinating the installation specifics through the Court's authorized representative through a detailed deployment planning discussion, involving all related parties, prior to installation and deployment.
- 9.5 Contractor shall provide application software, if any, in accordance with the deployment requirements developed and agreed upon by the Court and Contractor. This includes the factors listed in items A through K below.
 - A. Ongoing maintenance support consistent with keeping printers viable and mechanically current.
 - B. Maintenance support of any licensed software that includes:
 - File maintenance;
 - Fixes associated with maintaining the printers in operational condition and consistent with the approved specifications;
 - Problem resolution;
 - Diagnostics; and,
 - System reviews.
 - C. Have a customer support department that is responsible for the on-going support

and maintenance of the printers once deployment begins.

- D. Provide regular status reports to the Court indicating the status of project tasks as outlined in section 11.
- E. Participate in periodic meetings with Court staff, as deemed necessary by Contractor and Court.
- F. Proactively anticipate project deviations and take immediate corrective action.
- G. Proactively assist with resolution of issues with any aspect of project plan deliverables.
- H. Work together with the Court, as needed, to effectively integrate the printer application and/or hardware with the Court provided platform and network architecture, if applicable.
- I. Provide written acceptance, if requested, upon notification from the Court that system is ready for delivery and installation.
- J. Verify that the Court has provided all installation requirements, prior to printer maintenance and monitoring at the Court locations.
- K. Provide, on-site at Court locations, technicians and other such support personnel as deemed appropriate and agreed upon by the Court and Contractor. Such technicians and personnel shall meet the specifications noted in items 1 through 6 below.
 - 1) Ensure that hardware delivery and installation are coordinated prior to installation.
 - 2) Communicate a deployment plan for the delivery and installation of the Contractor assets.
 - 3) Establish regular communication with the Court to provide status on the deployment schedule through the completion of delivery and installation of Contractor assets.
 - 4) Manage all equipment installation activities and arrange for the disposal of all excess packaging materials.
 - 5) Provide detailed contacts and procedures for ongoing service deliverables.
 - 6) Provide escalation management for questions related to delivery and installation, and provide and affix product tag indicating end-user support numbers.

10. ENVIRONMENT

10.1 Daily Questions or Issues. The Court authorized representative will contact the PM to resolve routine matters as they arise. The PM must respond to the Court authorized representative within two hours of contact. If the PM cannot resolve the problem or if the user is not satisfied with the level of service provided, then the Court authorized representative will contact the CA, who must respond within one business day.

10.2 Supplies. The PM will be responsible for monitoring each copier location to ensure that adequate quantities of supplies are on hand to keep the unit operational. If emergency orders are required, the PM will be responsible for expediting the order and ensuring that supplies arrive to meet the required four-hour service window noted in section 5.

- 10.3 Invoicing.** The PM will be responsible for verifying the accuracy of all invoices and investigating any discrepancies. This includes resolving all invoice-related problems directly with Court accounts payable department.
- 10.4 Repairs.** The PM will contact the using department to ensure all repairs were performed to its satisfaction. This includes response time and expediting any parts which may have to be installed.
- 10.7 Replacement Machines.** The PM will coordinate the installation of replacement copiers, either temporary or permanent. The PM will be responsible for ensuring that the hard drive for any machine returned for any reason is cleared upon return to Contractor.
- 10.8 MFP Operations.** The PM is responsible for answering questions regarding machine features, special requirements, capabilities, etc. In addition, the PM, in accordance with the manufacturer's specifications, shall coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies (drum, toner, developer, etc.).
- 10.9 General Correspondence.** The PM will be the primary contact for all correspondence between the Contractor and the Court's authorized representative.
- 10.10 Occupational Health and Safety Act Standard 1910.1200.** In compliance with federal statutes, any chemical product delivered under the contract must be accompanied by a Material Safety Data Sheet containing all the following information:
- The chemical name and common name of the toxic substance;
 - The hazards or other risks in the use of the toxic substance; and,
 - The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment for the emergency procedure for spills, fires, disposal, and first aid.

11. REPORTS

Contractor shall provide a series of monthly, quarterly, annual, and/or on-demand reports as noted in 11.1 through 11.9 below.

- 11.1 Trending Report.** Trending report shall consist of all networked and non-networked printers and shall identify volume of printing being done from all printers. The report must provide a comprehensive look at the monthly printer volume so that any trends can be easily identified from a year-to-year perspective. Monthly trending reports shall be emailed to a special, designated email account by the 20th of the following month or the next business day if the due date falls on a weekend or holiday.
- 11.2 Utilization Report.** Utilization report shall consist of all networked and non-networked printers and shall look at each individual printer and their respective page counts. The intent of the report is for use in determining the optimal duty cycle of each printer by allowing printers to be identified as being under-utilized / over-utilized and providing appropriate replacement recommendations in order to maximize use of the existing printer fleet. The report should also assist in better strategic planning when considering

annual replacement cycles and in right-sizing the court's printer fleet. Monthly utilization reports shall be emailed to a special, designated email account by the 20th of the following month or the next business day if the due date falls on a weekend or holiday.

11.3 Service Call Reports. Contractor shall provide service call reports with the information noted in items A through E below for each instance that Contractor repairs/maintains leased or owned Court devices.

- A. A description of the equipment malfunction or incident.
- B. Model and serial number of the device.
- C. Date and time of technician arrival.
- D. Actual work completed.
- E. Date and time equipment is returned to service.

Monthly service call reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

11.4 Service Status Report. Service status report shall consist of all networked and non-networked printers and provide a 12-month rolling report of all printers, and display the number of service calls made on each printer. The report should assist the Court in identifying any "problem" printers that may require replacement or relocation. Monthly service status reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

11.5 Technician Report. Technician report should allow the Court to capture all hours spent, by technicians, each month/quarter in order to provide the Court with a point of reference as to the amount of hours being saved by the Court by not having its staff perform the tasks under the contract. Monthly technician reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

11.6 Asset Report. Asset report shall consist of all networked and non-networked printers and provide printer counts, model numbers, and location of each. Monthly assets reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

11.7 Down-Time Reports. Contractor shall provide a report to Courts' authorized representative indicating both Court-wide down-time percentage and individual down-time percentage for each individual copier. Any machine recording five percent or more down-time shall be replaced with a new machine immediately. Monthly down-time reports shall be emailed to a special, designated email account by the 20th day of the following month or the next business day if the due date falls on a weekend or holiday.

11.8 Annual Reports. Contractor shall provide a report at the end of each fiscal year to the

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Courts' authorized representative indicating the actual 12-month copy volumes for each MFP. The report shall be emailed to a special, designated email account for the total preceding fiscal year (July 1- June 30) by the last business day of July.

11.9 Ad Hoc Reports. Contractor shall provide reports on any available data as needed within three weeks of Court request.

END OF MPS SCOPE OF WORK

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

1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to solicitations@fresno.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFP Number in the 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. KNOWLEDGE OF REQUIREMENTS

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the vendor's sole risk.

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to prospective vendors by posting addenda and clarifications to the Court website; however, it is the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

4. 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.

5. ADDENDA

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

6. 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.

7. ERRORS IN THE PROPOSAL

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

8. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not

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

9. EVALUATION PROCESS

- A. The Court will follow the following process in evaluating proposals.
 - 1. The Court will first open the non-cost portion of each proposal received by the appropriate deadline to confirm that it meets the format requirements specified in the RFP.
 - 2. The Court will complete its evaluation of the non-cost portions of all such proposals using the methods specified in the RFP.
 - 3. The Court will publish the results of the completed non-cost evaluation at the following location: www.fresno.courts.ca.gov/procurement. Because the small business preference and DVBE incentive cannot be properly applied until both the non-cost and cost portions of the proposals have been scored, these factors will be excluded when publishing the results of the completed non-cost evaluation.
 - 4. The Court will publicly open the cost portion of the proposals as specified in the RFP. The Court will not, however, open the cost portion of any proposal determined to have a material deviation in the non-cost portion.
 - 5. The Court will evaluate the cost portion of the proposals opened in item A.4 above. All figures entered on the cost portion must be clearly legible.

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- 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. The Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services ("Small Business Procedures") address the resolution of certain ties involving the small business preference. In the event of a tie not addressed in the Small Business Procedures, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

10. 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.

11. PAYMENT

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

12. 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.

13. 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.

14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Court Public Services and Media Coordinator.

15. 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

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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.)

16. 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 solicitations mailbox with "RFP Accommodation Request" in the subject line of the email.

17. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

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

[END OF ATTACHMENT 1]

ATTACHMENT 2 STANDARD IT TERMS AND CONDITIONS

1. Work

1.1 Work. Contractor shall provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

1.2 Stop Work Orders.

(a) Effect. The Court may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The Court shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the Court shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

(b) Expiration or Cancellation. If a stop work order is canceled by the Court or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The Court shall make an equitable adjustment in the delivery schedule, and the applicable Statement of Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

1.3 Change Orders. From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Statement of Work and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

1.4 Third Party or Court Services. Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Court or Court Contractors. In the event the Court performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Court and any such Third Party, to the extent reasonably required by the Court. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a Third Party to perform its services relating to the Work.

1.5 Data and Security.

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

(b) Data Security. Contractor shall comply with the Data Safeguards. Contractor personnel and Subcontractors shall not attempt to access, and shall not allow access to the Court Data and other Confidential Information that is not required for providing the Work by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the Court Data or other Confidential Information, Contractor shall promptly, at its own expense: (i) notify the Court Project Manager of such breach or potential breach; and (ii) if the applicable Court Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor shall (1) investigate and cure the breach or potential breach and (2) take measures satisfactory to the Court to prevent such breach or potential breach from recurring.

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

1.6 Project Staff.

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

(b) Contractor Key Personnel. The Court reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the Court. Contractor shall not replace or reassign any Contractor Key Personnel unless the Court consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Court promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Court, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

(c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Court in writing in advance. The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Court for performing the

duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Court; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

(d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees. The Court may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Court or Court Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Court's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Court or Court Contractors. The Contractor Project Manager and the Court Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then 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.

(e) Conduct of Project Staff.

While at the Court Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Court regarding safety and health, security, personal and professional conduct generally applicable to such Court Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses

to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court or the Court.

- 1.7 Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. 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.
- 1.8 Progress Reports. As directed by the Court, Contractor must deliver progress reports or meet with Court personnel on a regular basis to allow: (i) the Court to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

2. Delivery, Acceptance, and Payment.

- 2.1 Delivery. Contractor shall deliver to the Court the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the Court, Contractor will deliver all equipment purchased by the Court "Free on Board Destination Freight Prepaid" to the Court at the address and location specified by the Court. Title to all equipment purchased by the Court vests in the Court upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the Court at the proper location.
- 2.2 Acceptance. All Work is subject to written acceptance by the Court. The Court may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If the Court provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the Court to correct the relevant deficiencies and shall redeliver such Work to the Court within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor's receipt of the Court's written acceptance of such corrected Work (each such Court written acceptance, an "Acceptance"); provided, however, that if the Court rejects any Work on at least two occasions, the Court

may terminate that portion of this Agreement which relates to the rejected Work at no expense to the Court.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in Appendix B [of the resulting contract]. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

3. Representations and Warranties. Contractor represents and warrants to the Court as follows:

3.1 Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Court under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.

3.2 No Gratuities or Conflict of Interest. Contractor: (i) 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; and (ii) 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 Court.

3.3 No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.

- 3.4 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Court.
- 3.5 No Interference. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.
- 3.6 Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- 3.7 No Harassment / Nondiscrimination. 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. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 3.8 Domestic Partners, Spouses, and Gender Discrimination. If the Contract Amount is \$100,000 or more, Contractor is in compliance with Public Contract Code section 10295.3, which places limitations on contracts with contractors whose benefits provisions discriminate between employees with spouses and employees with domestic partners.
- 3.9 National Labor Relations Board Orders. No more than one, final un-appealable 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.
- 3.10 Child Support Compliance Act. If the Contract Amount is \$100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family

Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 3.11 Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Court' benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.
- 3.12 Work. (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will be free from all defects in materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) all equipment purchased by the Court from Contractor will be new. The foregoing representation and warranty in Section 3.12(iv) shall commence upon the Court's Acceptance of the applicable Work, and shall continue for a period of three years following such Acceptance. In the event any Work does not conform to the foregoing provisions of this Section 3.12, Contractor shall promptly correct all non-conformities.
- 3.13 Malicious Code. No Work will contain any Malicious Code. Contractor shall immediately provide to the Court written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Court's IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the Court discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Court, to effect the prompt removal of the Malicious Code from the Work and the Court' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

- 3.14 Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Work to the Court. "Four-Digit Date Compliant" Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.
- 3.15 Conflict Minerals. Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934
- 3.16 Miscellaneous. The rights and remedies of the Court provided in this Section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section 3 shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Court if any representation or warranty becomes untrue.

4. Intellectual Property.

- 4.1 Contractor/Third Party Materials. Contractor shall set forth in an exhibit to each Statement of Work all Contractor Materials and Third Party Materials that Contractor intends to use in connection with that Statement of Work. The Court shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.
- 4.2 Rights in Developed Materials. Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials.

Contractor shall promptly notify the Court upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

- 4.3 Retention of Rights. The Court retains all rights, title and interest (including all Intellectual Property Rights) in and to the Court Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.
- 4.4 Third-Party Rights. Contractor hereby assigns to the Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Court by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court and Court/Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.

5. Confidentiality.

- a. General Obligations. 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 Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 5. The provisions of this Section 5 shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. 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.
- b. Removal; Return. Contractor will not remove any Confidential Information from Court's facilities or premises without the Court's express prior written consent. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and

medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.

- c. Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon 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.

6. Indemnification.

- a. General Indemnity. Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless Court and Judicial Branch Personnel against all Claims founded upon or that arise out of or in connection with: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to Court (collectively, the "Covered Items"). 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.
- b. Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the Court's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference: (a) secure for the Court the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

7. Insurance.

- a. **Basic Coverage.** Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:
1. Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It 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 million per accident or disease;
 2. Commercial General Liability. The policy must be written on an occurrence form with limits of not less than \$1 million per occurrence, and a \$1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract.; and
 3. Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.
- b. "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the Court's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.
- c. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.
- d. 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 times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- e. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the Court, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under this Section 7.
- f. Additional Insured Status. With respect to commercial general liability, automobile liability insurance, and, if applicable, umbrella policy, the policies

must be endorsed to name the Court, Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liabilities arising out of the performance of the Agreement.

- g. Certificates of Insurance. Before Contractor begins providing Work, 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 30 or more days' prior written notice to the Court. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not provide Work before the Court approves the certificates.
- h. 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.
- i. Required Policy Provisions. Each policy must provide, as follows:
 - 1. Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and noncontributory with any insurance or self-insurance programs maintained by the Court, Judicial Branch Entities and Judicial Branch Personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against the Court, Judicial Branch Entities and Judicial Branch Personnel for liability arising out of the Work; and
 - 2. Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
- j. Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (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.
- k. Consequences of Lapse. If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

8. Term / Termination.

- a. Term. This Agreement shall commence on the Effective Date and have an initial term of three years. The Court may, at its sole option, extend the Term for up to two consecutive one-year periods, at the end of which this Agreement

shall expire. In order to extend the Term, the Court must notify Contractor prior to the end of the initial term (or the then-current term). The Court may terminate earlier, in accordance with the terms of this Agreement.

- b. Termination for Convenience. The Court may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. The Court's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the Court under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.
- c. Early Termination. The Court may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default. The Court may also terminate this Agreement or limit Work (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Branch Entities if: (i) expected or actual funding to compensate the 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.
- d. Rights and Remedies of the Court.
 1. All remedies provided for 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.
 2. If the Court terminates this Agreement or any Statement of Work 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 Judicial Branch Entities for such goods and services be excluded under this Agreement as indirect, incidental, special,

exemplary, punitive or consequential damages of the Court or Judicial Branch Entities. Contractor shall continue the Work not terminated hereunder.

3. In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor shall promptly provide the Court with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, Court Data, Court Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not based on a Default, Court shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the Court's termination notice.
- e. Termination Assistance. At the Court's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the Court or to its designee (collectively, "Successor") services reasonably necessary to enable the Court to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the Court by Contractor regardless of the reason for termination or expiration. At the Court's option and election, the Court may extend the Termination Assistance Period for an additional six (6) months.
 - f. Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including Sections 3 through 10 of these General Terms and Conditions, and Appendix E.

9. Special Provisions.

- 9.1 Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contact Amount is \$50,000 or more, Contractor agrees that no Court funds received under this agreement will be used to assist, promote or deter union

organizing. 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 and no reimbursement from the Court was sought for these costs. Contractor will provide those records to the Attorney General upon request.

9.2 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.*

9.3 Competitively Bid Contracts; Antitrust Claims. *If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.*

a. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)

b. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

c. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the Court has not been injured thereby, or (2) the Court declines to file a Court action for the cause of action. (GC 4554)

9.4 Iran Contracting Act. If the Contract Amount is \$1,000,000 or more, 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 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).

9.5 Small Business Preference Contract Clause. *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 deliver to the Court with its final invoice a report detailing the actual percentage of small/micro business participation that was achieved under this Agreement; the Court will not pay Contractor's final invoice until this report is received. 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.

10. General.

10.1 Audits. Contractor shall allow the Court and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Court and Court Contractors, on Contractor's premises (or, if the audit is being performed of an Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the Judicial Branch Entities or such Court Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

- 10.2 References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 10.3 Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the Court. Any assignment 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.
- 10.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

If to Court:	If to Contractor:
Pam Anderson Court Technology 1100 Van Ness Avenue Fresno, CA 93721 panderson@fresno.courts.ca.gov	<u>name, title, address</u>

Either Party may change its address for notification purposes by giving the other Party written 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) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- 10.5 Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Court or Court Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint-venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.

- 10.6 Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.
- 10.7 Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the Court.
- 10.8 Third Party Beneficiaries. Except for the Court, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.
- 10.9 Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district Courts located in California in any legal action concerning or relating to this Agreement.
- 10.10 Order of Precedence. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Statement of Work; (v) Appendix E – The Licensed Software; (vi) Appendix F – Maintenance and Support Services; and (vii) any exhibits to the Agreement.
- 10.11 Miscellaneous. 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. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. 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. Time is of the essence regarding Contractor's performance of the Work. Unless otherwise approved by the Court in writing in advance, Work may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed

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in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

[END OF ATTACHMENT 2]

RFP Title: Copiers-Printers

RFP Number: 10-2015-PRINT

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

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

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

OR

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

BY (Authorized Signature) 
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
SMALL BUSINESS DECLARATION**

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

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

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

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

If yes:

A. State the percentage of the contract work the Proposer will subcontract: _____

B. Describe the goods and/or services to be provided by the Proposer itself in connection with the contract:

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

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

SECTION II. COMPLETE IF THE PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA) *If Proposer is not an NVSA, skip this section.*

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____

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3. The Proposer must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

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

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

SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

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

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

The Court will determine whether the Proposer is eligible to receive the small business preference of 5% based on information provided in the Small Business Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

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

1. Provide the Proposer's DGS Supplier ID number. This number is in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If the Proposer will subcontract any portion of the contract work, answer "yes" and complete subparts A-C. If the Proposer will not subcontract any portion of the contract work, answer "no" and skip subparts A-C.

Subpart A: This percentage is equal to the amount to be paid by the Proposer to all subcontractors divided by the Proposer's total proposal price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by the Proposer to subcontractors is \$35,000 and the Proposer's total proposal price is \$125,000, enter "28%" ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).

Subpart B: Provide a detailed description of the goods and/or services the Proposer itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.

Subpart C: Provide an explanation of how the Proposer's goods and/or services constitute a "commercially useful function" for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a "commercially useful function" if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv)

is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.

4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter from DGS. The Proposer must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if the Proposer is not an NVSA.

1. Provide the Proposer's DGS Supplier ID number. This number is in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. The Proposer must submit a copy of its certification approval letter.

Instructions for Section III

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

[END OF ATTACHMENT 5]

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from the Judicial Council of California (JCC) on behalf of the Superior Courts of California

1 Instructions

See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address:
Judicial Council of California
Trial Court Administrative Services - Vendor Maintenance Unit
P.O. Box 981268
West Sacramento, CA 95798

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name

PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN	
BUSINESS NAME - IF DIFFERENT FROM ABOVE	E-MAIL ADDRESS
REMITTANCE MAILING ADDRESS	BUSINESS ADDRESS (if different from remittance mailing address)
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
PHONE NUMBER	FACSIMILE NUMBER

3 Payee Entity Type Complete One Box Only

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _

PARTNERSHIP CORPORATION EXEMPT (NON-PROFIT)

LIMITED LIABILITY COMPANY CORPORATION - LEGAL GOVERNMENT

CORPORATION - MEDICAL OTHER - ESTATE OR TRUST

INDIVIDUAL/SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER (SSN) _ _ - _ - _ _

NOTE
A taxpayer identification number is required

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.

4 Resident Status
check the appropriate box

California Resident - Qualified to do business in California or maintains place of business

California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification

NOTE
See instructions on page 2

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person, as defined by the IRS.

I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.

Vendor Contact Information and signature

VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category

Please choose from the JCC Vendor category below to help us expedite payment

ARBITRATOR VOLUNTEER OTHER (*description required*)

CONTRACTOR GRAND JURY RENT

COURT APPT. COUNSEL INTEREST PAYMENTS ONLY DECEASED FINAL PAYMENT

COURT REPORTER COURT INTERPRETER: (*indicate language*)

EMPLOYEE MEDIATOR GARNISHMENT TRUSTEE **PAYMENT TERMS**

Court Contact

COURT CONTACT NAME	PHONE NUMBER	EMAIL
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FOR JCC USE ONLY (Form updated 07/23/2014)

Assigned Vendor Number

Assigned By:

Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

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

SECTION 6 TO BE FILLED OUT BY COURT

6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

**ATTACHMENT 7
IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

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

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

- 2. We have received written permission from the Court to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the Court is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, certify that I am duly authorized to legally bind the proposer to the clause in paragraph 1. 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>

ATTACHMENT 8 BIDDER DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DVBE Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Percentage of the contract work Bidder will subcontract to **non-DVBE** subcontractors: _____
4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification along with this Bidder Declaration.

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

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

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

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

1. Subcontractor name: _____
2. Subcontractor contact person: _____
3. Subcontractor address: _____
4. Subcontractor phone number: _____
5. Subcontractor email: _____
6. Subcontractor DVBE Supplier ID number: _____

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

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

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

SECTION IV. CERTIFICATION

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

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (ii) "bid" refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs.

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

The Court will determine whether Bidder is eligible to receive the 10% DVBE incentive based on information provided in the Bidder Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

1. Provide Bidder's DVBE Supplier ID number, if applicable. This number is in Bidder's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
3. This percentage is equal to the amount to be paid by Bidder to the non-DVBE subcontractors divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to non-DVBE subcontractor is \$35,000 and Bidder's total bid price is \$125,000, enter "28%" ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).
4. The DVBE Declaration is separate from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of its DVBE certification.

Instructions for Section II

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

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

Instructions for Section III

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

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

1. Provide the full legal name of Subcontractor.

2. Provide the name of a contact person at Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that Subcontractor.
3. Provide the full address of Subcontractor.
4. Provide Subcontractor's phone number, including area code.
5. Provide Subcontractor's email address. If Subcontractor does not have an email address, insert "N/A."
6. Provide Subcontractor's DVBE Supplier ID number. This number is in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
7. Provide the applicable dates. These dates are in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of each Subcontractor's DVBE certification. Provide a copy of Subcontractor's DVBE certification.
9. Provide a detailed description of the goods and/or services Subcontractor will provide for the contract.
10. Provide an explanation of how Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out the obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.
11. This percentage is equal to the amount to be paid by Bidder to Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. The Bidder must submit a written confirmation from the Subcontractor, indicating that Subcontractor will provide the required goods and/or services if Bidder is awarded the contract.
13. The DVBE Declaration is a separate form from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the Subcontractor.

Instructions for Section IV

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

[END OF ATTACHMENT 8]

**ATTACHMENT 9
DVBE DECLARATION**

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____
DVBE Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

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

- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(Attach additional sheets if more than one principal)*
Principal Name: _____ Principal Phone: _____
Principal Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (ii) "bid" refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs.

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

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

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

Instructions for Section 1

Provide the full legal name of the DVBE, and the DVBE's Supplier ID number. This number is in the DVBE's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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Check each box in Section 3 if the corresponding statements are true.

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

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

[END OF ATTACHMENT 9]

[END OF RFP]