

REQUEST FOR QUALIFICATIONS AND COST PROPOSALS

FRESNO SUPERIOR COURT

REGARDING:

RFQ for Design and Architectural Services
RFQ 10-2015-ARCH

PROPOSALS DUE:

January 11, 2016 NO LATER THAN 4:00 P.M. PACIFIC STANDARD TIME

Date:

December 21, 2015

To:

Interested Architectural Firms

From:

Fresno Superior Court, Facilities Division

Project Title:

Design & Architectural Services for
Main Courthouse: Tech & HR

Send SOQs & Proposals To:

Fresno Superior Court
Attn: Ms. Carmen Lango,
Fiscal, 8th Floor
1100 Van Ness Avenue
Fresno, CA 93721
(Indicate RFQ number and project name
on lower left corner of envelope)

Contact:

solicitations@fresno.courts.ca.gov

RFQ/P - INDEX

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- B. Floorplans
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KEY DATES	
This Request for Qualifications and Cost Proposals is released	4:00 PM December 21, 2015
Deadline for submittal of Proposer requests for clarifications, modifications or questions regarding the RFQ	4:00 PM December 30, 2015
Modifications and/or answers to questions will be posted on the Court website: www.fresno.courts.ca.gov	2:00 PM January 4, 2016
<u>Submittal Deadline for RFQ</u>	4:00 PM January 11, 2016
Evaluation of Qualifications and Proposals (<i>estimate only</i>)	January 12-15, 2016
Notice of Award will be posted on the Court's website at: http://www.fresno.courts.ca.gov/procurement	5:00 PM January 19, 2016

1.0 INTRODUCTION

The Superior Court of California, County of Fresno (Court) is seeking proposals from qualified professional architectural firms to demonstrate qualifications and experience for two projects located within the Fresno County Main Courthouse, 1100 Van Ness Ave., Fresno California, 93721. This facility is under the jurisdiction of the County of Fresno for the purposes of this work.

Proposers must send Statements of Qualifications (SOQs) as well as a proposed approach for architectural design and construction documents, plans and specifications for the two projects that are detailed below in section 3.0, SCOPE OF SERVICES.

2.0 PURPOSE OF THIS RFQ

Two departments at the main courthouse require reconfiguration to better suit staff and provide a more efficient use of space. Walls must be reconfigured, doorways moved and compliant walk up windows installed.

The Court intends to pursue an expeditious scoping, design, and construction schedule, and is seeking innovative, cost-effective solutions for the project.

3.0 SCOPE OF SERVICES

The selected architect shall provide preliminary designs and cost estimates, final design services, and approved plans and specifications for two projects. The projects require a minimal amount of demolition and reconfiguration on the 8th and B-1 levels of the main courthouse and are detailed as follows:

3.1 Project 1: B-1 Level, Court Technology Office (approx. 2000 sq. ft.)

- A. Demolish, reconfigure, and back fill approximately 60 feet of existing plaster partition and an opening, none of which is load-bearing.
- B. Remove & replace approximately 50 data cables in Walker Duct flooring system.
- C. Reconfigure in Walker Duct flooring system approximately 15 110V Circuits.
- D. Paint and floor covering for the entire area, including ceilings.
- E. Relocate one visual annunciator.
- F. Replace lenses in 40 light fixtures.
- G. Create an office from existing store room and install split system HVAC for this space.
- H. Remodel existing kitchenette.

There is no known impact to the fire suppression system.

3.2 Project 2: 8th Floor, Human Resources Office (approx. 400 sq. ft.)

- A. Demolish, reconfigure, and back fill approximately 30 feet of existing plaster partition, none of which is load-bearing.
- B. Add 12 Data cables within the space.
- C. Relocate power to 4 new work stations.
- D. Paint and floor covering for the entire area.

3.3 The Court anticipates that a full complement of professional services shall be provided by the architect selected for this project. These services shall include, but not be limited to, those outlined below:

- A. Evaluation of the Court's requirements and of the proposed sites.
- B. Evaluation of Federal, State and local requirements and standards.
- C. Leadership at the Scope meeting.
- D. Preliminary design services.
- E. Preliminary cost estimates.
- F. Final design services.
- G. Preparation of plans and specifications for construction bidding.
- H. Assistance to the Court with selection and procurement of furniture, fixtures and equipment.
- I. Responsibility of providing all legal support for their work and compliance with all laws.
- J. Utilization of innovative and economical design solutions.
- K. Delivery of full project plans approved by the County of Fresno.
- L. Typical Architectural duties throughout project to completion.

4.0 RESPONDING TO THE RFQ

Responses to this RFQ will be twofold. *Part I* should include details about qualifications and related experiences as described herein. The proposal should be prepared simply and economically, providing straightforward, concise delineation of the architect's capabilities to satisfy the requirements of this RFQ. Technical literature about the architect's experience and qualifications may be included. Emphasis should be on completeness and clarity. Proposers shall provide information via the attached forms (Attachment A, Submittal Form). The response should also include a proposal for a recommended approach to the projects based on the attached designs (Attachment B, Floor Plans).

Part II is the price proposal for this project which shall be submitted in a separate envelope marked "RFQ/P Cost Proposal". This price shall include all fees and costs for the provision of project scoping, preliminary design services, preliminary cost estimates, final design services, preparation of plans and specifications to be used in construction bidding, preparation of final cost estimates, assistance with bidding review and architectural construction management services.

5.0 SELECTION PROCESS

The Court will conduct a comprehensive, fair, and impartial evaluation of Statements received in response to this RFQ. All Statements received from vendors will be reviewed and evaluated by a committee of qualified personnel. The Court shall then conduct an in person interview with the top candidate(s) prior to the final selection and Notice of Award.

The Court will contact previous clients to verify the experience and performance of the prospective bidder and their key personnel.

The selected firm will be posted on the Court's website listed above.

6.0 EVALUATION PROCESS

Responses will be evaluated to determine the best value to the Court. The evaluation will be based upon the following criteria:

Points	Criteria	Maximum of 100 points
20	Qualifications and experience of key personnel	
20	Capability to provide required services in timely manner	
20	Implementation plan	
20	Cost	
20	References	

The Court, in its complete discretion, reserves the right to:

- Eliminate Statements that do not meet the minimum qualifications;
- Request an interview or additional information;
- Negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract;
- Select a vendor that best meets the Court’s needs;
- Consider information about any vendor from other sources in addition to the information submitted by the vendor.

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful candidate will be required to execute a contract and provide a certificate of insurance in conformance with the contract requirements as determined within contract negotiations. The contract shall be signed within thirty (30) business days of award. Contracts are not effective until signed by both parties.

7.0 ADDITIONAL REQUIREMENTS

Proposers shall provide a project plan that describes how the proposer intends to provide the requested services. The description should include method of electronic communications, turnaround times for information, time schedules, etc.

8.0 PROPOSED CONTRACT TERMS

Please see Attachment C, Sample Agreement, for the proposed Terms and Conditions. The awarded vendor will be expected to sign this or a similar Agreement.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOALS

The Court has waived the DVBE incentive in this solicitation.

10.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS

10.1 Communications with the court regarding the RFQ. Except as specifically addressed elsewhere in the RFQ, Proposer must send any communications regarding the RFQ to

solicitations@fresno.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFQ Number in the subject line of any communication.

10.2 Questions regarding the RFQ. Proposers interested in responding to the RFQ may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the timeline of the RFQ. 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.

10.3 Knowledge of requirements. The Proposer 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 Proposer's sole risk.

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFQ, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective 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.

10.4 Errors in the RFQ.

- A. If, before the proposal due date and time listed in the timeline of the RFQ, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ 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 RFQ 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 RFQ, 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.

10.5 Addenda.

- A. The Court may modify the RFQ before the proposal due date and time listed in the timeline of the RFQ by issuing an addendum which will be posted on the Court's website (www.fresno.courts.ca.gov/procurement). 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.

- 10.6 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 RFQ. 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 RFQ.
- 10.7 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 on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.
- 10.8 Right to reject proposals.
- A. Before the proposal due date and time listed in the timeline of the RFQ, the Court may cancel the RFQ for any or no reason. After the proposal due date and time listed in the timeline of the RFQ, the Court may reject all proposals and cancel the RFQ 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 RFQ or excuse a Proposer from full compliance with RFQ specifications. Until a contract resulting from this RFQ 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 Candidates 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 RFQs in the future. The RFQ 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. Candidates are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ 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.
- 10.9 Evaluation process.
- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFQ requirements.
 - B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.

- 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.

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

10.11 Payment.

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFQ.
- B. **THE JBE 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.

10.12 Award and execution of agreement.

- A. Award of contract, if made, will be in accordance with the RFQ to a responsible Proposer submitting a proposal compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. All those 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 RFQ 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.

10.13 Failure to execute the agreement. The period for execution set forth in Section 10.12 ("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.

10.14 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.

10.15 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 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.)

10.16 Americans with disabilities act. The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Candidates should be directed to the solicitations mailbox (solicitations@fresno.courts.ca.gov) with "RFQ Accommodation Request" in the subject line of the email.

**Attachment A
 Submittal Template**

Firm and Key Staff Members
 Please limit your response for firm and key staff members to one page

Name of Firm (please include contact name):

Firm Location
 Please include address, phone, and email address.

Brief description of firm’s history with interior renovations within *occupied* high rise buildings.

Key Staff Members
 Indicate key personnel that you will commit to the Court project(s) if awarded the contract. Proposer agrees that key personnel shall not be substituted without prior written approval by the Court.

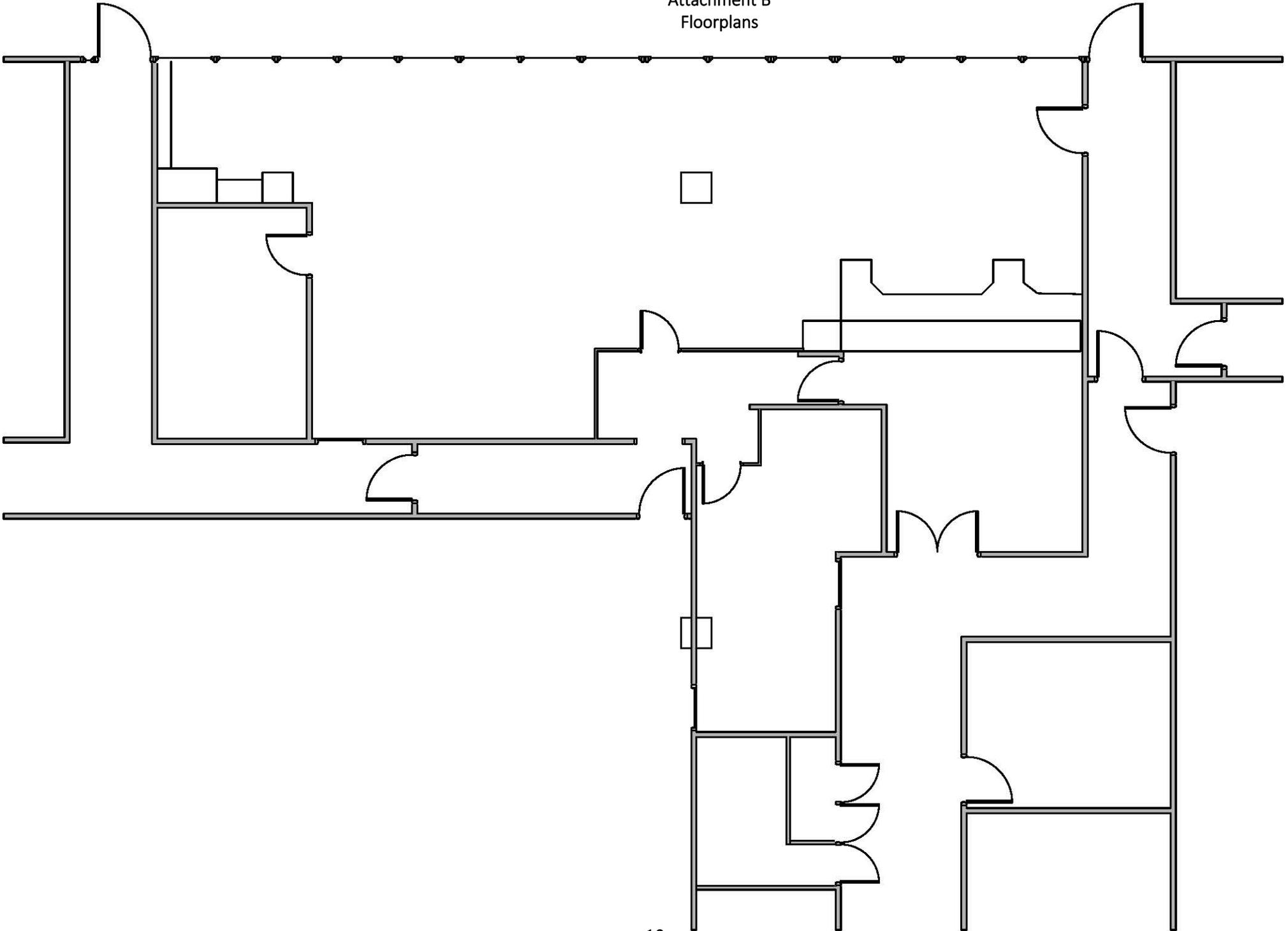
Name & Title	Years and Type of Related Experience

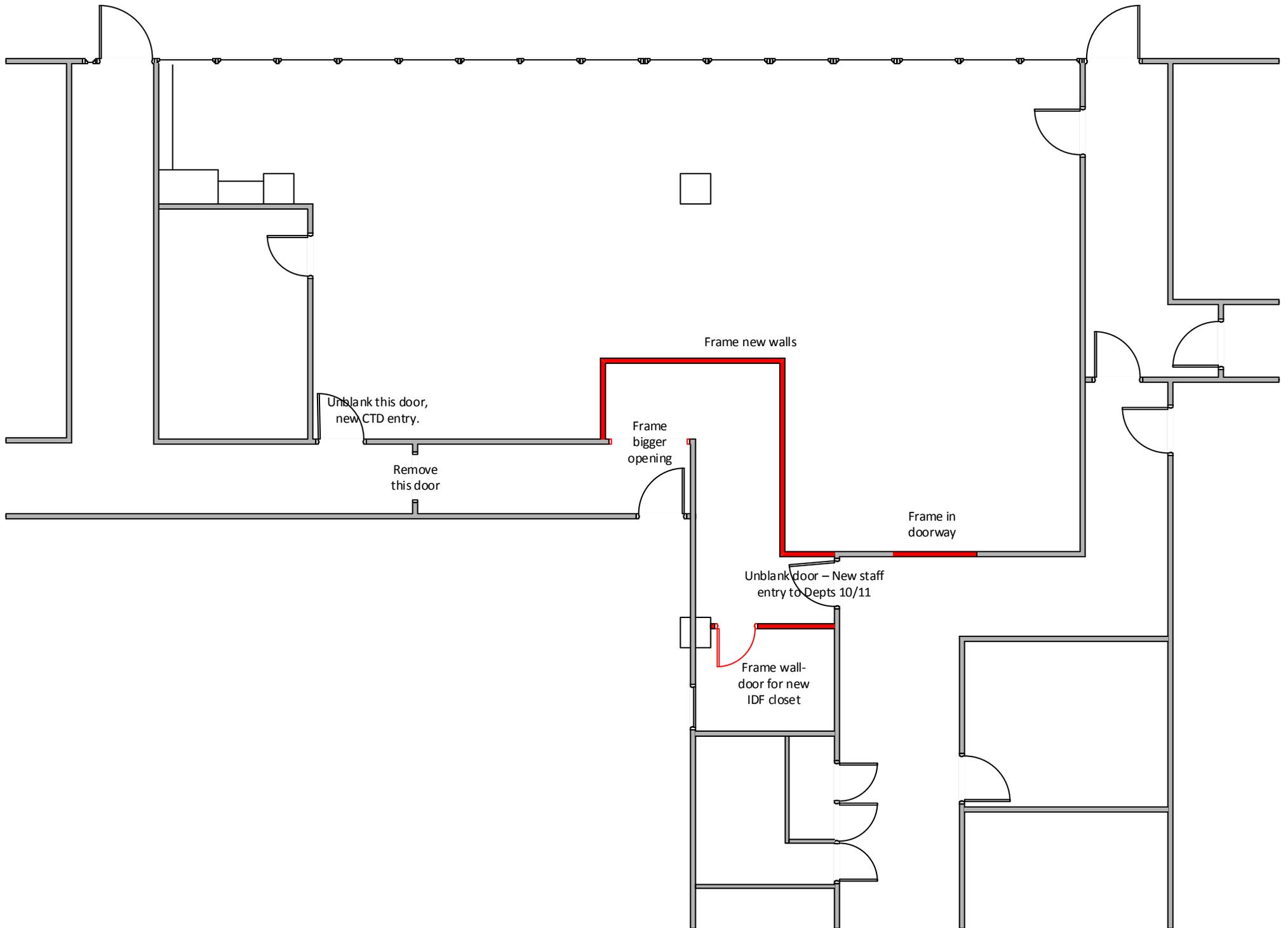
Government Experience
 Please limit your responses to no more than one page per project.

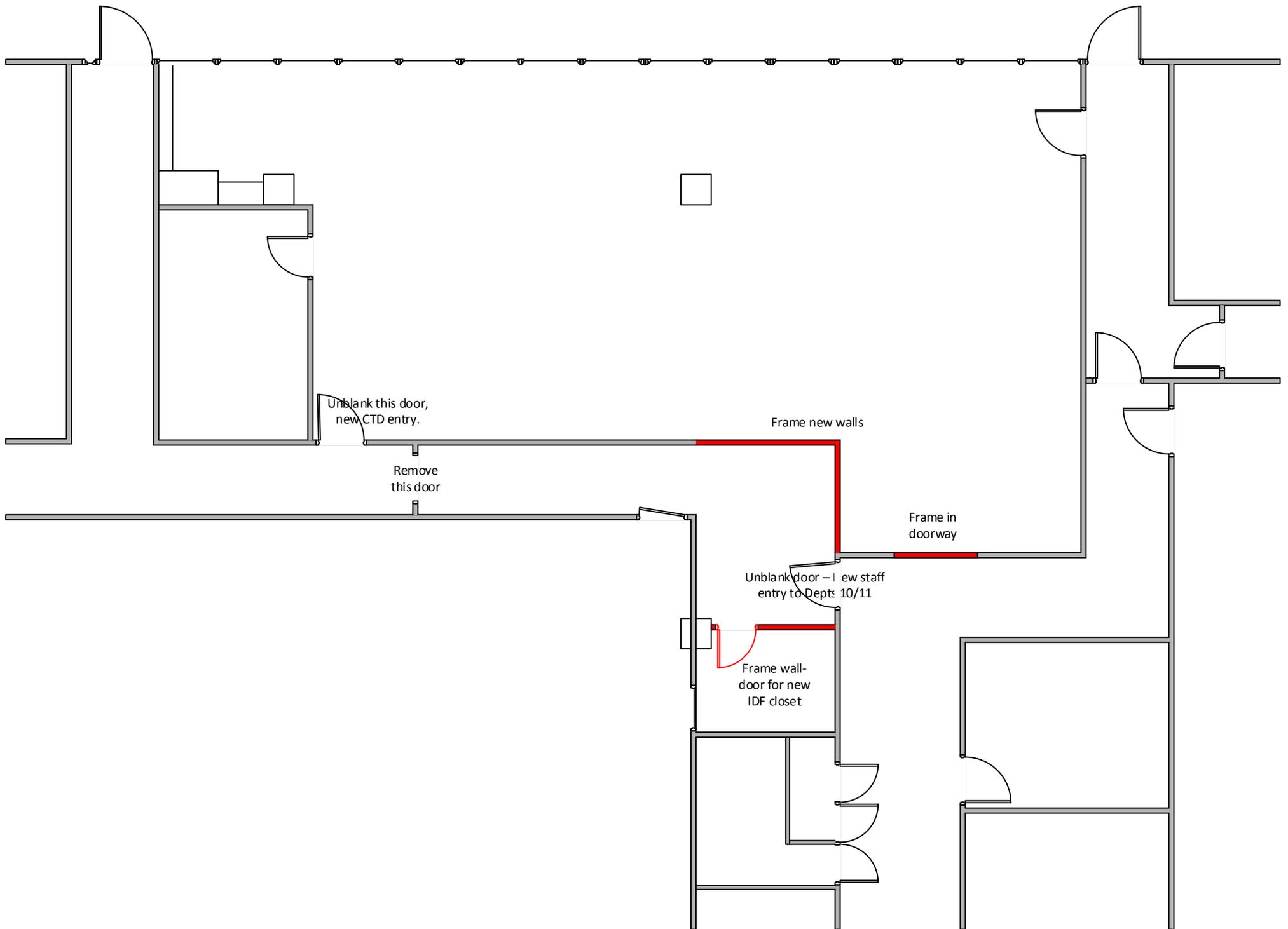
Identify at least five projects related to the interior renovations of courthouses or other office-type high rise buildings. Please include 1) the detailed nature of your firm’s services; 2) the location; 3) description of the building; and 4) a client reference, including name, role played in the project, and current contact information (phone and email address). Emphasize recent similar projects as much as possible.

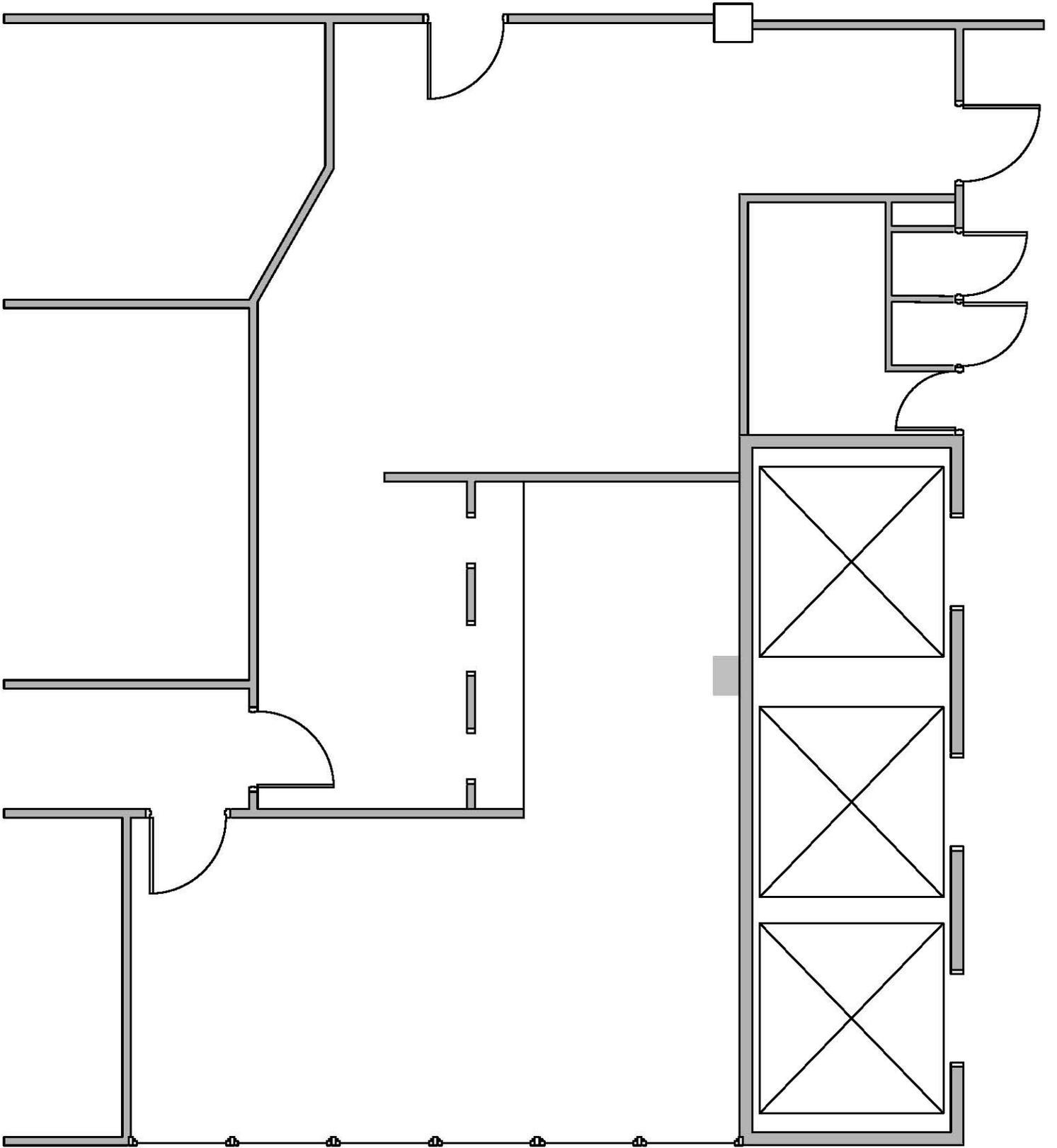
Project Title:	
Nature of Services	
Location of the Project	
Description of the Building	
Total Final Cost of Work	
Original Estimate for Work (and reason for discrepancy with final amount, if needed.)	
Client Reference (please include name, role played in project, <i>current</i> contact information, including phone and email.)	

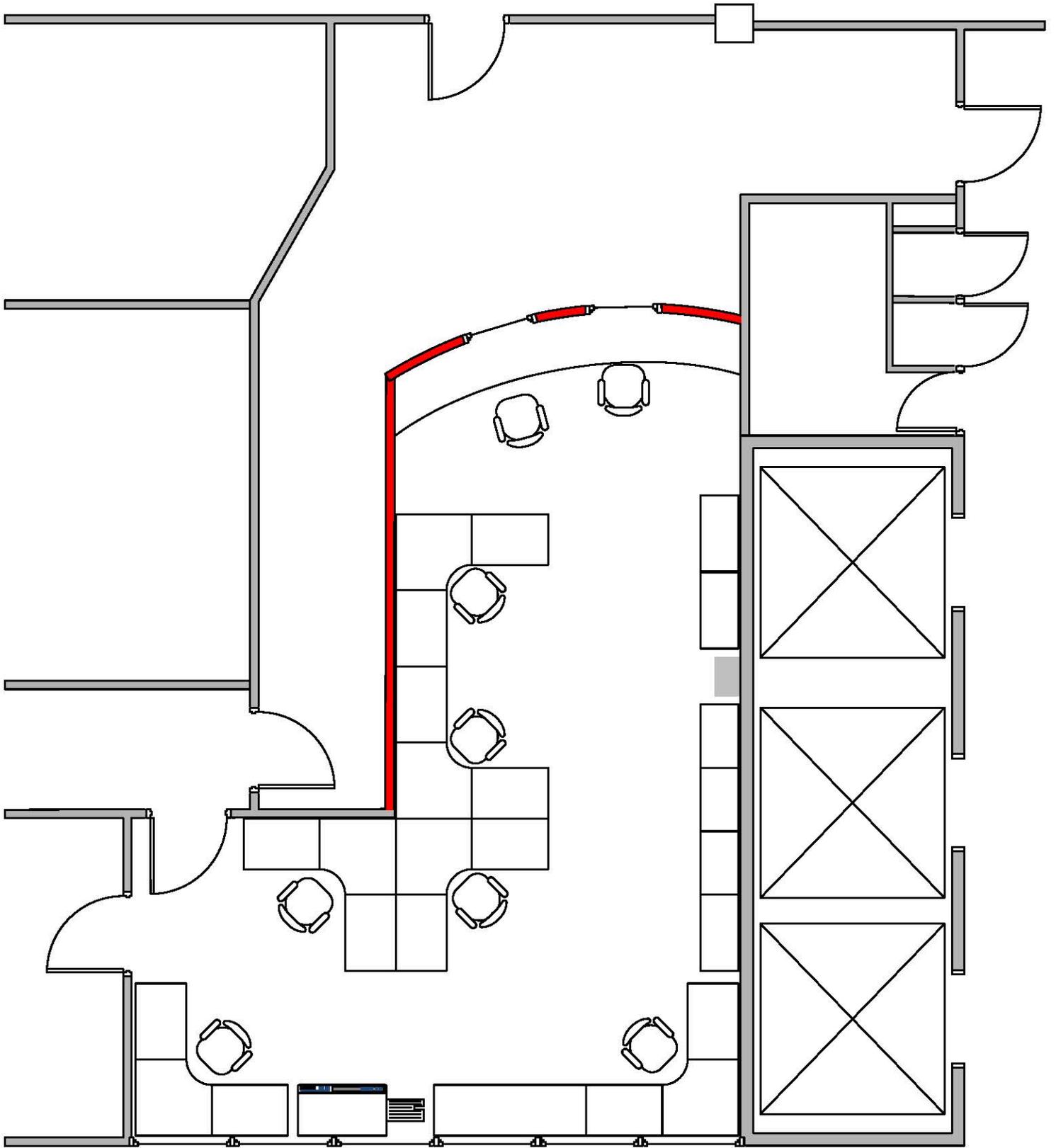
Attachment B
Floorplans











AGREEMENT NUMBER 10-2015-[ZZZZ]-O

- In this agreement (the "Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
- This Agreement becomes effective as of **the date of final execution**, (the "Effective Date") and expires on **February 29, 2016**.
- The maximum amount that the Court may pay Contractor under this Agreement is **[Dollar amount]** (the "Maximum Amount").
- This Agreement incorporates and the parties agree to the attached provisions labeled "Services—Short Form Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.
- Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):

Services:

Description of Services	Design construction plans for two spaces in main courthouse: Level B1, Technology department, and 8th Floor, HR Department, pursuant to drawings provided.
Completion Date	Design work will begin immediately upon contract execution and shall be completed by February 12, 2016, if not before.]
Acceptance Criteria	Complete permitted plans from the County.

Work Product:

Description of Work Product	County approved & permitted plans for the two spaces described in the Scope of Services section of the RFQ.
Delivery Date	Permitted plans will be delivered by February 12, 2016, if not before.
Acceptance Criteria	County of Fresno permit on plans and Court's written approval of same.

- The Court's project manager is: Tim Wilson, Facilities Director.
- The Court will pay Contractor as follows: in one lump sum, after the job is completed, pursuant to paragraph D, below.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Fresno	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Sheran L. Morton, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED	DATE EXECUTED
ADDRESS Accounts Payable 1100 Van Ness Avenue Fresno CA 93724-0002	ADDRESS [Address]

SERVICES—SHORT FORM AGREEMENT TERMS

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the Court. The Court may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the Court all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the Court a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The Court retains all intellectual property rights in any materials it provides to Contractor (the "Court Materials"). Contractor will hold the Court Materials in trust and confidence. Contractor will use the Court Materials solely for performing the Services and creating Work Product created under this Agreement.

D. INVOICES, PAYMENT AND SETOFF. After the Court has accepted Services and Work Product, Contractor will send one original correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at accounts_payable@fresno.courts.ca.gov or to the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. Payment will follow within 45 business days of receipt of proper invoice. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred 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 reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, (ii) not infringe any third party's rights, including intellectual property rights, (iii) be fit for the purposes intended by the Court, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

F. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.

G. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.

H. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES,

SERVICES—SHORT FORM AGREEMENT TERMS

AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

I. TERMINATION. The Court may terminate all or part of this Agreement for convenience at any time by giving written notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.

J. INSURANCE. Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

K. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) 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; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

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

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and

SERVICES—SHORT FORM AGREEMENT TERMS

Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court's prior written approval, which may be denied for any or no reason.

N. BADGES. Court shall be responsible for badge issuance and background checks of all Contractor employees. Court will invoice the Contractor and the Contractor shall reimburse the Court for all costs associated with badge issuances and background checks. All badges issued to the Contractor will expire according to the terms of this Agreement.

O. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same Agreement.