

Solicitation SP-2016-0006

Armed Stationary Site Security Services for Nevada Superior Court

Bid Designation: Public



Superior Court of California Shared Procurement

Bid SP-2016-0006

Armed Stationary Site Security Services for Nevada Superior Court

Bid Number **SP-2016-0006**
Bid Title **Armed Stationary Site Security Services for Nevada Superior Court**

Bid Start Date **Feb 16, 2016 9:12:46 AM PST**
Bid End Date **Mar 18, 2016 12:00:00 PM PDT**
Question &
Answer End Date **Feb 29, 2016 12:00:00 PM PST**

Bid Contact **Deonne Anderson**
danderson@lacourt.org

Contract Duration **2 years**
Contract Renewal **3 annual renewals**
Prices Good for **180 days**

Bid Comments The Superior Court of California, County of Nevada is seeking proposals from highly qualified independent contractors with expertise in providing armed stationary site security and weapons screening services ("Services") at the Joseph Center Courthouse located in Truckee, California.

A contract will be awarded to the responsible Proposer who meets or surpasses the requirements of this RFP and submits the highest-scored proposal. Submission of a partial bid will not be accepted and may result in Proposer's proposal being deemed non-responsive.

Proposers must submit all questions and requests for clarification regarding this RFP on BidSync, unless otherwise noted in the Administrative Rules. Questions are due prior to the date and time specified on BidSync.

The Superior Court of California, County of Los Angeles (LASC) provides professional contracting and purchasing services for multiple trial courts throughout the State that are participating in its Shared Procurement Services program. LASC is facilitating this solicitation on behalf of the Nevada Superior Court. The fact that "Superior Court of California, County of Los Angeles" is cited in the solicitation in no way establishes a relationship between LASC and any Proposer or Contractor.

Item Response Form

Item **SP-2016-0006--01-01 - Stationary Site Security Services: Technical Proposal**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Superior Court of California Shared Procurement**
No Location Specified

Qty 1

Description

Attach here the Technical Proposal for the services set forth in the Statement of Work.

Item **SP-2016-0006--01-02 - Stationary Site Security Services: Cost Proposal**

Quantity **1 each**

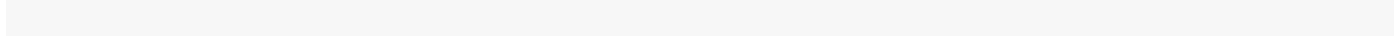
Prices are not requested for this item.

Delivery Location **Superior Court of California Shared Procurement**
No Location Specified

Qty 1

Description

Attach here a completed Cost Proposal form for the services described in the Statement of Work.





REQUEST FOR PROPOSALS

TO PROVIDE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NEVADA

WITH

STATIONARY SITE SECURITY SERVICES

RFP NUMBER SP-2016-0006

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DISCLAIMER

The Superior Court of California, County of Los Angeles assumes absolutely no liability or responsibility of any type or any fashion related to this solicitation or any courts, or any other government agencies, use of any resulting Agreement, or such court's/agency's business relationship with Contractor.

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1.0 INTRODUCTION

The Superior Court of California, County of Nevada (“Court”) is seeking proposals from highly qualified independent contractors with expertise in providing armed stationary site security and weapons screening services (“Services”) at the Joseph Center Courthouse located in Truckee, California.

Interested and qualified Proposers who can demonstrate their ability to successfully provide the Services described in this RFP are invited to submit a proposal. Proposals shall be submitted in accordance with the requirements set forth in this document.

An Agreement (“Agreement”) will be awarded to the Proposer who has met or surpassed the Court’s minimum mandatory requirements and who has submitted the highest scored proposal. All materials submitted in response to this RFP shall become a part of the proposal, and may be incorporated in a subsequent Agreement between the Court and the selected Contractor.

The use of the term “Proposer” in this RFP shall be considered synonymous with the term “Contractor”. The use of the term “Agreement” in this RFP shall be considered synonymous with the term “contract”.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks goods and services meeting the specifications set forth in the Statement of Work of this RFP.

3.0 PERIOD OF PERFORMANCE

The Court will be contracting for an initial term of two (2) years, with three (3) optional successive one-year renewals.

4.0 RFP TIME-LINE

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. Changes made prior to the Proposal Due Date will be posted on BidSync.

RFP Issued	02/16/2016
Deadline for Questions	02/29/2016 12:00 p.m. (PST)
Proposals Due Date.....	03/18/2016 12:00 p.m. (PST)
Evaluation of Proposals (<i>estimate only</i>)	03/21/2016 – 03/24/2016
Notice of Intent to Award (<i>estimate only</i>).....	03/25/2016

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5.0 RFP ATTACHMENTS

5.1 Statement of Work

Describes in detail the specific services for which proposals are being solicited. Once a Contractor has been selected, the Statement of Work will become part of the final Agreement.

5.2 Cost Proposal

Proposer must complete the Cost Proposal and submit it with Proposer's proposal where indicated on the Court's Online Procurement Website at www.BidSync.com (hereafter referred to as BidSync).

5.3 Administrative Rules Governing RFPs

These rules govern this solicitation and should be read carefully by Proposer.

5.4 Sample Agreement

Proposers are encouraged to review carefully the Sample Agreement. Please note that the Sample Agreement language is subject to change, that not all clauses shown may be used in any resultant Agreement, and that other Agreement provisions, which do not currently appear, may be included in any resultant Agreement. Proposers are not required to sign the Sample Agreement at this time. The Contractor selected to provide services as a result of this RFP process will be required to sign the final version of the Agreement upon completion of the negotiation process.

5.5 Disabled Veteran's Business Enterprise Forms (If Applicable)

Complete the DVBE Declaration and the Bidder Declaration **only if** Proposer will claim the Disabled Veteran's Business Enterprise ("DVBE") preference associated with this solicitation. Please review the instructions before completing these forms. If Proposer submits incomplete or inaccurate information, it will not receive the DVBE preference.

5.6 Required Forms

All forms listed below must be completed and submitted electronically on BidSync. The completed forms will become part of Proposer's proposal.

- Acknowledgement Form
- Bidder Certification
- Qualifications & Organization Questionnaire
- Acceptance of Terms and Conditions of Sample Agreement

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- Darfur Contracting Act Certification

6.0 MINIMUM MANDATORY REQUIREMENTS

Proposals submitted shall fulfill the Court's established minimum mandatory requirements in order to be considered for further review and evaluation. Failure to comply in any one of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration.

6.1 Proposal Submission Deadline

Proposals must be submitted on BidSync on or before the proposal due date. Under no circumstances will the Court accept proposals submitted by email.

6.2 Cover Letter

Proposals must include a cover letter, as described in Section 7.0 of this RFP.

6.3 Experience and Capability

Proposer must have at least five (5) consecutive years documented experience in providing services similar to the ones being solicited, as described in of this RFP.

6.4 Coverage Plan

Proposals must include a Coverage Plan, as described in Section 7.0 of this RFP.

6.5 Business References

Proposer shall provide a minimum of three (3) references of clients for whom the Proposer has conducted similar services, as described in the Statement of Work of this RFP.

6.6 Financial Stability

Proposer must provide proof of Proposer's financial stability for the last three (3) years.

6.7 Insurance

Selected Proposer agrees to procure, maintain, and provide to the Court proof of insurance coverage for all the programs of insurance in the amounts specified in Section 25.0 (Insurance) of the Sample Agreement.

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6.8 Business License and Certification

Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Proposer.

6.9 Special Provisions for Security Guards

Prior to a guard's initial assignment to the post, the selected Contractor must provide the mandatory certifications and training required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, including a valid and current California State Security Guard Registration Card and a California State Firearms Permit.

6.10 Cost Proposal

Proposers must include a completed Cost Proposal with Proposer's fixed contract rates.

6.11 Required Forms

Proposer must complete and submit all Required Forms.

7.0 TECHNICAL PROPOSAL

In preparing its proposal, Proposer should do so in its own words and take care not to simply copy the language in the RFP. Care should also be taken to ensure that the proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the proposal submission is for the Court to ascertain Proposer's ability to provide or exceed the required service levels. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared in a standard manner. Only that information which is contained in the proposal will be evaluated. Incomplete or inaccurate information will result in disqualification of Proposer.

IMPORTANT: PROPOSALS MUST BE SUBMITTED IN THE FORMAT DESCRIBED BELOW, BOTH AS TO SEQUENCE AND CONTENT. FAILURE TO COMPLY WITH THESE PROVISIONS MAY, IN THE COURT'S SOLE DISCRETION, RESULT IN DISQUALIFICATION OF THE PROPOSAL.

7.1 Cover Letter

The proposal must start with a cover letter on Proposer's stationery address to **David Schlothauer**. A corporate officer or person who is authorized to represent Proposer must sign this letter on behalf of Proposer. The letter must include the following:

- 7.1.1 The name, title, address, telephone number, e-mail address and facsimile number of person(s) authorized to make representations for Proposer during negotiations and commit Proposer to a contract;

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7.1.2 A statement that confirms Proposer is registered to do business in California and provide its corporate charter number; and

7.1.3 Proposer's Federal Tax Identification Number.

7.2 Experience and Capability

7.2.1 Describe the size, number of personnel, extent of your operations, and headquarters site of your company.

7.2.2 Provide a summary of relevant background information about Proposer. State how long Proposer has been in business under the current business name. If in business under another name, indicate prior business name(s).

Proposer must have a minimum of five (5) years documented experience providing services similar to those being solicited under this RFP. If Proposer has been in existence less than five (5) years, then information regarding the principals in the company must be provided to substantiate compliance with the experience requirement. Provide names of persons with whom the principals associated as partners or business associates in the last five (5) years.

7.2.3 Provide a specific listing of current and previous contracts for the same or similar services with a court or other government agency in the past three (3) years. The information should identify each contract, time period of the contract, department name, contact person and their telephone number, annual contract dollar amount and a description of the service provided. If Proposer has not had any contracts during the last three (3) years with a court or other government agency, a statement to that effect must be included.

7.2.4 Provide a list of commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise that may affect Proposer's ability to perform the contract. If Proposer does not have any commitments or potentials commitments that may affect Proposer's ability to perform the contract, a statement to that effect must be included.

7.3 Plan for Providing the Requested Services

Provide a detailed Plan that includes the following:

7.3.1 Proposed method for completing the requested services;

7.3.2 Procedure to manage planned and unplanned absences; and

7.3.3 Description of on-going in-service training provided to Security Guards assigned to the Court, including number of hours of annual training.

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7.4 Business References

Provide a list of a minimum of three (3) references of clients for whom the Proposer has conducted similar services as described in the Statement of Work of this RFP. Please include name, title, address, telephone number and e-mail address of person(s) authorized to make representations for the client. The Court may check references listed by the Proposer.

7.5 Proof of Financial Stability

Provide a copy of Proposer's audited financial statements for the last three (3) years. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations), and the Retained Earnings Statement.

Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so identified on each page.

7.6 Insurance

Attest that Proposer complies with the Indemnification and Insurance requirements of Section 32.0 (Indemnification by Contractor) and Section 25.0 (Insurance) of the Sample Agreement. Include proof of current insurance for other contracts. ACORD Certificate of Liability Insurance is preferred. If required levels of insurance are not in place, a letter from Proposer's insurance broker stating that the required amounts will be provided should a contract be awarded is acceptable. If a contract is awarded, an insurance certificate specifically endorsing the Court will be required prior to start of work.

7.7 Business License and Certification

Proposer must submit a copy of all business or professional licenses or certificates required by the nature of the services to be performed and held by Proposer (i.e. California State Board of Equalization Seller's Permit and Business License).

7.8 Required Forms

Proposer shall complete and submit on all Required Forms where indicated on BidSync.

8.0 COST PROPOSAL

8.1 Cost Proposal Submission

8.1.1 Proposer must complete and submit the Cost Proposal form where indicated on BidSync.

8.1.2 The Cost Proposal shall include Proposer's firm, fixed price for each item listed on the Cost Proposal.

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8.1.3 In calculating pricing to be offered, Proposers are cautioned to include all costs associated with providing this service.

8.1.4 All figures entered on the Cost Proposal must be legible.

9.0 EVALUATION CRITERIA

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

9.2 Proposals will be evaluated by the Evaluation Committee using the criteria set forth in the table below. The total maximum allowable points will be 100 points. Award, if made, will be to the **highest-scored proposal**.

9.3 If a contract will be awarded, an Intent to Award Notification will be posted on BidSync and on the Court's website at

www.nevadacountycourts.com

EVALUATION CRITERIA	Maximum Points
Experience and Capability	15
Plan for Providing the Requested Services	25
Cost Proposal The Cost Proposal will be evaluated on the overall reasonableness of the prices submitted.	50
Proof of Financial Stability and Insurance	10
TOTAL MAXIMUM ALLOWABLE POINTS	100

10.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of 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. The deadline for the Court to receive an award protest is five (5) court days after the Court posts the intent to award. If the Court receives a timely award protest, the protester will have five (5) calendar days after the Court receives the protest to submit the required information. Protests should be sent to:

Kristin Eriksson, Contracts Administrator
Superior Court of California
County of Los Angeles
Purchasing / Contracts Administration

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111 North Hill Street, Room 425B
Los Angeles, California 90012
KEriksson@lacourt.org

Any written protest or objection received by the Court after five (5) court days shall not be considered and the Court's decision to recommend the award of the Agreement to the successful Proposer shall be upheld.

THE COURT SHALL TAKE NO RESPONSIBILITY WHATSOEVER FOR THE RECEIPT OR HANDLING OF ANY PROTEST OR OBJECTION WHICH IS NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE.

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Statement of Work Stationary Security Guard

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Nevada ("Court") is requesting proposals from highly qualified independent contractors with expertise in providing armed stationary security and weapons screening services at the Joseph Center Courthouse located in Truckee, California.

2.0 DESCRIPTION OF SERVICES, QUALIFICATIONS AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in armed security to conduct weapon screening, monitor electronic security equipment and perform stationary security under the direction of the Court Executive Officer or designee at the following location.

- **Truckee Courthouse, 10075 Levon Avenue, Truckee, California**

8:00 a.m. - 5:00 p.m., Monday through Friday (9 hrs day, 45 hrs per week)

One security screening station (armed) equipped with X-ray machine, Walk-Thru Magnetometer, hand held wand metal detector. In addition, the station has a 16 camera display console for monitoring/reporting security violations and events.

2.1 General Duties

Contractor shall at all times follow the directives and policies established by the Superior Court. Duties include, but are not limited to:

- Operate the court's magnetometer and x-ray equipment to screen court visitors for weapons and other contraband.
- Use hand held magnetometers to screen visitors for weapons and contraband.
- Search purses, handbags, backpacks, brief cases, containers, etc.
- Monitor the security camera system and report any security violations, disruptions and other dangerous situations to sworn security staff.
- Provide general information to the public.
- Provide building opening and closing security checks of public areas.
- Complete daily logs recording the numbers of public persons entering the building and a list of items confiscated.

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- Alert deputy sheriffs and the Court Executive Officer of breaches of security and incidents needing law enforcement intervention.
- Ensure proper screening and ADA treatment for all visitors with physical disabilities and their assistive supports and devices (i.e. wheelchairs).

2.2 Equipment and Training

Contractor shall provide appropriate uniforms to security guards in accordance with dress standards approved by the Court. Uniforms shall bear a patch identifying Contractor. Security guards shall wear a nametag or picture identification card provided by Contractor at Contractor's expense.

If required, Contractor shall provide ancillary personal equipment (e.g. handcuffs, OC spray, radios, pagers, cell phones, etc.) and shall be responsible for ensuring that security guards are adequately trained to use this equipment. The Court shall provide and maintain hand wands and property baskets for each screening station. The guards shall be familiar with general equipment procedures.

Contractor shall provide mandatory certification and training required by the Department of Consumer Affairs prior to the guard's initial assignment including a valid and current California State Security Guard Registration Card and California State Firearms Permit. Contractor shall describe on-going in-service training provided to Security Guards assigned to court security duty; including the minimum number of hours of annual training.

3.0 COURT HOLIDAYS*

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Veterans Day
Presidents' Birthday	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

* Note: The Court does not pay for days in which the Court is closed.

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COST PROPOSAL

Required Armed Stationary Site Security Services at the following location:

- Truckee Courthouse
 10075 Levon Avenue
 Truckee, California 96161

Please provide hourly rates in the table below. All administrative costs and overhead should be built into the hourly rates represented.

Position	Rate Description	Hourly Rate*
Stationary Security Guard	Hourly	\$
	Overtime @ 1.5	\$
	Overtime @ 2.0	\$
	Travel Time (If applicable)	\$

**All figures must be legible.*

Proposer Contact Information:

Printed Name:	
Title:	
Telephone No.:	
Email Address:	
Signature:	Date:

Proposer represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Proposer.

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ADMINISTRATIVE RULES GOVERNING RFPS (NON-IT GOODS AND SERVICES)

1.0 COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, any communications regarding this RFP must be submitted only through the Court's Online Procurement Website at www.BidSync.com (hereafter referred to as BidSync).

2.0 QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions on BidSync 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 Proposer is requesting a change, the request must set forth the recommended change and 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.

3.0 ERRORS IN THE RFP

3.1 If, before the proposal due date and time listed in the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, Proposer must immediately notify the Court by sending an email to the Bid Contact 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.

3.2 If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the RFP, the Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4.0 OPTION TO CANCEL, AMEND OR EXTEND RFP

The Court reserves the right to cancel, amend or extend the RFP, in its sole discretion, at any time prior to the issuance of a contract.

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5.0 ADDENDA

- 5.1 The Court may modify the RFP before the proposal due date and time listed in the RFP by issuing an addendum on BidSync. No oral statements by any person shall modify or otherwise affect the terms, conditions or specifications stated in the RFP.
- 5.2 It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 5.3 If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court by sending an email to the Bid Contact no later than one day following issuance of the addendum.

6.0 COURT RESPONSIBILITIES

The Court is responsible only for that which is expressly stated in this solicitation document and any authorized amendment or addenda thereto. Court is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

7.0 SUBMISSION OF PROPOSALS

- 7.1 To be considered, proposals must be received on or before the submission deadline specified in the RFP. The Court will accept only one proposal per individual, firm, partnership or corporation under the same or different names.
- 7.2 All proposals must be submitted electronically on BidSync. Proposer is solely responsible for ensuring that the full proposal is submitted on BidSync prior to the submission deadline. Proposers encountering problems submitting proposals electronically, or needing any technical assistance, may contact BidSync's Customer Service for assistance at (800) 990-9339.
- 7.3 The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
- 7.4 The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any proposal or in connection with the modification of any of Proposer's operations in response to this RFP.
- 7.5 Submission of a proposal constitutes an acknowledgement that Proposer accepts and is willing to comply with the terms and conditions of the RFP, the attachments and any addenda, and has reviewed all applicable laws, regulations, ordinances and resolutions dealing with or related to this procurement. Proposer's failure or neglect to examine such documents. Laws, regulations, ordinances or resolutions shall in no way relieve Proposer from any obligations with respect to any contract issued as a result of this RFP.

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8.0 AMENDMENT OR WITHDRAWAL OF PROPOSALS

A Proposer may amend or withdraw its proposal at any time prior to the submission deadline by following the process set forth on BidSync. Proposers encountering problems amending or withdrawing a proposal electronically, or needing any assistance, may contact BidSync's Customer Service for assistance at (800) 990-9339. Proposer may thereafter submit a new or modified proposal, provided that it is submitted prior to the deadline listed in the RFP. Amendments or withdrawals 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 RFP.

9.0 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 Proposer (if selected for the award of the contract), 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.

10.0 RIGHT TO REJECT PROPOSALS

- 10.1 The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Only one proposal per individual, firm, partnership, or corporation under the same or different names will be considered. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered in this RFP process.
- 10.2 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.
- 10.3 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.
- 10.4 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.

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11.0 EVALUATION PROCESS

- 11.1 An initial Pass/Fail review will be made of all proposals submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum mandatory requirements. Failure to comply with any of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration and review. The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Such review and determination is not subject to appeal, and will be done at the sole discretion of the Court.
- 11.2 Proposals that contain false, incomplete 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. A proposal containing conditions or limitations established by Proposer may be deemed irregular and rejected by the Court in its sole discretion.
- 11.3 Upon completion of the initial review, all proposals receiving a "Pass" will be evaluated by the Evaluation Committee. The Evaluation Committee will include representatives of the Court. The Court may utilize the services of appropriate experts to assist in the evaluation process and may request further written clarification from Proposers. The Evaluation Committee, at its sole discretion, may delegate certain functions to one or more subcommittees.
- 11.4 A reasonable inquiry to determine the responsibility of Proposer may be conducted. The unreasonable failure of Proposer to promptly supply information in connection with such inquiry, including but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. By submitting a proposal in response to this RFP, Proposer acknowledges that it gives the Court investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.
- 11.5 The Court may conduct oral interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. Interviews are schedule with Proposers at the discretion of the Court. The interviews may be conducted in person or by phone. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location.
- 11.6 In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

12.0 DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION

- 12.1 All materials submitted in response to the RFP will become the property of the Court.

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12.2 A copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records. For further information go to the following website:

www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500.

12.3 If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

13.0 OFFER PERIOD

Proposer's proposal is an irrevocable offer for one hundred eighty (180) calendar 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.

14.0 PAYMENT TERMS

14.1 Payment terms will be specified in any agreement that may ensue as a result of the RFP.

14.2 **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected 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 contract between the Court and the selected Proposer.

15.0 AWARD OF CONTRACT

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.

16.0 EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)

16.1 Proposers are hereby advised that this RFP is a solicitation for proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not

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constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.

- 16.2 Once negotiations have been completed with the selected Contractor, a recommendation for an award of a contract will be made to the Court Executive Officer or designee, who is, and shall remain, the ultimate decision maker for the Court.
- 16.3 A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- 16.4 Upon award of the contract, the agreement shall be signed by 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 contract form. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Proposer's own risk.
- 16.5 The period for execution of the agreement set forth in the RFP may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, the Court may award the contract to the next qualified Proposer.
- 16.6 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 Proposer may delay execution of a contract.

17.0 NEWS RELEASES

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

18.0 NO CONFLICT OF INTEREST

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

19.0 ANTI-TRUST CLAIMS

- 19.1 In submitting a proposal to the Court, Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court all rights, title, and interest

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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.)

- 19.2 If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, 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.
- 19.3 Upon demand in writing by Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if 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.)

20.0 AMERICANS WITH DISABILITIES ACT

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

21.0 DISABLED VETERANS BUSINESS ENTERPRISE INCENTIVE (IF APPLICABLE)

- 21.1 Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 21.2 Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the dollar amount of its proposal will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible proposal, not to exceed \$50,000.
- 21.3 To receive the DVBE incentive, at least 3% of the purchase order 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").
- 21.4 If Proposer wishes to seek the DVBE incentive:

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- 21.4.1 Proposer must complete and submit with its proposal, the DVBE Proposer Declaration. Proposer must submit with the DVBE Proposer Declaration all materials required in the DVBE Proposer Declaration.
- 21.4.2 Proposer must also submit with its proposal, a DVBE Declaration 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.
- 21.5 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.
- 21.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 21.7 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-purchase order 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.
- 21.8 **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 Military & Veterans Code section 999.9.**



SAMPLE
AGREEMENT
BY AND BETWEEN
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA
AND
(COMPANY/VENDOR NAME)
FOR
ARMED STATIONARY SITE SECURITY SERVICES
AGREEMENT NUMBER SP-2016-0006

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EXHIBITS

- EXHIBIT A Statement of Work
- EXHIBIT B Pricing and Billing Schedule
- EXHIBIT C1 Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT D Darfur Contracting Act Certification
- EXHIBIT E Contractor's Proposal

DISCLAIMER

The Superior Court of California, County of Los Angeles assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any court or any other government agency, or such court's/agency's business relationship with Contractor.

This Agreement is made and entered into at Nevada City, California by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA (“Court”) and (COMPANY/VENDOR) (“Contractor”), as of the Effective Date, for Armed Stationary Site Security Services (“Services”), with regard to the following recitals:

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997, effective January 1, 1998, authorizes the Court to enter into certain contracts related to court operations; and

WHEREAS, the Court desires to contract for services, as specified, provided by Contractor; and

WHEREAS, Contractor was selected through a process of competitive bidding for the provision of the described services (See RFP SP-2016-0006); and

WHEREAS, the California Judicial Branch Contract Law (Public Contract Code sections 19201-19210) requires judicial branch entities to enter into contracts for the procurement of goods and services consistent with the Judicial Branch Contracting Manual adopted by the Judicial Council;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, the Court and Contractor agree as follows:

1.0 AUTHORITY

Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement.

2.0 QUALIFICATION IN CALIFORNIA

Contractor is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.

3.0 APPLICABLE DOCUMENTS

3.1 This present document and attached, Exhibit A (Statement of Work); Exhibit B (Pricing and Billing Schedule); Exhibit C1 (Contractor Acknowledgment and Confidentiality Agreement); Exhibit C2 (Contractor Employee Acknowledgment and Confidentiality Agreement); Exhibit D (Darfur Contracting Act Certification); and Exhibit E (Contractor’s Proposal): all of which are hereby incorporated herein by this reference, collectively shall constitute the complete and exclusive statement of understanding and agreement between the parties which supersedes any and all previous written or oral agreements, and any and all prior communications between the parties relating to the subject matter of this Agreement (throughout and hereinafter referred to collectively as the “Agreement”).

3.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between and/or among this present document and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this present document and then to the Exhibits according to the following priority:

- (1) EXHIBIT A Statement of Work

- (2) EXHIBIT B Pricing and Billing Schedule
- (3) EXHIBIT C1 Contractor Acknowledgment and Confidentiality Agreement
- (4) EXHIBIT C2 Contractor Employee Acknowledgment and Confidentiality Agreement
- (5) EXHIBIT D Darfur Contracting Act Certification
- (6) EXHIBIT E Contractor's Proposal

4.0 PERIOD OF PERFORMANCE

- 4.1 The initial period of performance under this Agreement shall commence on May 1, 2016, upon its execution by both parties' authorized officer, ("Effective Date") and shall continue for two (2) years thereafter ("Initial Term").
- 4.2 This Agreement may be extended for up to three (3) additional and successive one-year periods of performance ("Extension Term"), by mutual consent of the parties, upon execution of an Amendment.
- 4.3 The Agreement may also be extended on a month-to-month basis, by mutual consent of the parties, for an additional period not to exceed six (6) months ("Month-to-Month Term"), upon the execution of an Amendment.
- 4.4 The Court shall notify Contractor in writing at least thirty (30) days prior to the beginning of the pertinent extension period of any determination to extend this Agreement beyond the Initial Term.

5.0 CONTRACTOR'S SERVICES

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work), and as otherwise required in this Agreement. Time is of the essence for Contractor's performance under this Agreement.

6.0 PUBLIC AGENCY CLAUSE

This Agreement is a result of an open, competitive procurement, specifically SP-2016-0006 ("RFP"), conducted in February, 2016. The RFP process and the content and form of this Agreement are in full accordance with the rules, regulations and requirements of the California Judicial Branch Contract Manual.

Other California courts or any government agency located in the State of California can leverage this Agreement to utilize Contractor for Services, by obtaining day-to-day bids, quotes, and proposals, etc. from Contractor. The pricing in this proposal is only applicable to Courts within the California Judicial Branch of government. California government entities outside of the California Judicial Branch of government are free to utilize the terms and conditions of this contract; however, the pricing would either increase or decrease based on the government/agency entity type and will vary based on user-counts, bid

counts, and features required. Each government entity is responsible for negotiating its own pricing with Contractor.

The Court assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any other court or any other government agency, or such court's/agency's business relationship with Contractor.

7.0 INTENTIONALLY OMITTED

8.0 COMPENSATION

8.1 Contract Sum

8.1.1 The Contract Sum shall be the maximum total monetary amount payable by the Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, the Court's Project Director which approval shall not be unreasonably withheld. If the Court's Project Director does not approve the work in writing, payment to Contractor shall be made in accordance to Subsection 8.2 of this Agreement.

8.1.2 The total annual Contract Sum shall not exceed \$ **Contract Value** and shall be paid in accordance with Exhibit B (Pricing and Billing Schedule).

8.1.3 Any additional work requested by the Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Court Executive Officer or designee, in the form of an Amendment.

8.1.4 Any change in the Contract Sum must be approved in advance, and in writing, by the Court Executive Officer or designee, in the form of an Amendment.

8.1.5 If Contractor provides any task, deliverable, good, service, and/or other consideration to the Court other than those specified in this Agreement, or if Contractor provides such items requiring the Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Court therefor.

8.2 Fees

Contractor shall provide all goods and services at the rates set forth in Exhibit B (Pricing and Billing Schedule). The Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.

8.3 Expenses

8.3.1 The Court shall not provide reimbursement for travel expenses, mileage, or any other Contractor expenses, without the prior written approval of the Court's Project Director.

8.3.2 The Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

8.4 Salaries and Employee Benefits

Contractor will be solely responsible for providing to its employees all legally required employee benefits, and the Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

9.0 CONTRACT ADMINISTRATION

9.1 Key Personnel

The Court and Contractor shall each designate a Project Director who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Contractor's Project Director shall be subject to the Court's written approval. Contractor shall not replace its Project Director without prior written approval by the Court. Contractor's Project Director shall be available by telephone during regular business hours.

9.2 Contractor's Representatives

9.2.1 Contractor's Project Director

9.2.1.1 Contractor's Project Director for this Agreement shall be the following person, or designee:

Contractor Project Director

Address

City, State XXXXX

Phone

Email

9.2.1.2 Contractor shall notify the Court in writing of any change in the name or address of Contractor's Project Director.

9.2.1.3 Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

9.2.1.4 Contractor's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement

and is not authorized to further obligate Contractor in any respect whatsoever.

- 9.2.1.5 Contractor's Project Director shall provide direction to the Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.
- 9.2.1.6 Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.
- 9.2.1.7 Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.
- 9.2.1.8 Contractor's Project Director shall oversee day-to-day operation of each site.
- 9.2.1.9 Contractor's Project Director shall be responsible for reporting to the Court as specified in this Agreement and as may be required by the Court from time to time.
- 9.2.1.10 Contractor's Project Director shall communicate with the Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.
- 9.2.1.11 Contractor's Project Director shall inform the Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to the Court.
- 9.2.1.12 Contractor's Project Director shall provide the Court with monthly accounting reports as required under this Agreement.
- 9.2.1.13 Contractor's Project Director shall provide the Court's Project Director with the names, position titles and telephone numbers of Contractor's local staff assigned to provide goods and/or services to the Court under this Agreement.

9.3 Court's Representative

9.3.1 Court Personnel

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of the Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of the Court. Contractor hereby represents that its price, project schedule, and performance hereunder

are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

9.3.2 Court's Project Director

9.3.2.1 The Court's Project Director for this Agreement shall be the following person, or designee:

Court's Project Director
Superior Court of California
County of Nevada
201 Church Street
Nevada City, California 95959
Phone
Email

9.3.2.2 The Court shall notify Contractor in writing of any change in the name or address of the Court's Project Director.

9.3.2.3 The Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

9.3.2.4 The Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the Court.

9.3.2.5 The Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.

9.3.2.6 The Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

9.3.2.7 The Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of the Court's Project Director.

9.3.2.8 The Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

9.3.2.9 The Court's Project Director shall plan and coordinate Contractor's efforts with the Court.

9.3.2.10 The Court's Project Director shall monitor and evaluate Contractor's performance.

- 9.3.2.11 The Court's Project Director shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.
- 9.3.2.12 The Court's Project Director shall be responsible for preparing amendments, extensions and addendums to this Agreement.

10.0 HIRING OF EMPLOYEES

Contractor and the Court agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

11.0 COURT APPROVAL OF CONTRACTOR'S STAFF

11.1 The Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's management staff during the performance of the work hereunder and prior to any proposed changes in Contractor's management staff. Contractor shall provide the Court's Project Director with résumés of all proposed management staff and shall make such staff available for interview by the Court upon request of the Court's Project Director. By execution hereof, the Court has approved **First, Last Name** as the current Contractor's Project Director.

11.2 Background Checks

Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

12.0 INTENTIONALLY OMITTED

13.0 SECURITY COMPLIANCE

- 13.1 Unless special arrangements are made per the instructions set forth below:
- (A) Contractor employees shall enter court buildings only during specified hours;
 - (B) Contractor employees shall enter court buildings through public weapon screening entrances; and

(C) All items brought into court facilities by Contractor employees shall be examined by X-ray machines and may be subject to further physical inspection by Courthouse security personnel.

13.2 If Contractor must provide services or make deliveries of goods outside of regular Court business hours, or if Contractor must bring items into Court facilities that cannot reasonably be placed on or examined by an X-ray machine at a public weapon screening entrance, then Contractor's Project Director and the Court's Project Director shall make special arrangements for Courthouse security personnel to manually search Contractor employee(s) and all items being brought by Contractor employee(s) into a Court facility.

13.3 Under no circumstances may any Contractor employee enter a Court facility without first being searched by duly authorized and uniformed Courthouse security personnel. Under no circumstances may any Contractor employee bring any item(s) into a Court facility without the item(s) being searched by Courthouse security personnel.

14.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained any required documentation verifying employment eligibility of its subject personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the Court harmless from any employer sanctions or other liability which may be assessed against the Court or Contractor.

15.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

16.0 RULES AND REGULATIONS

While Contractor's employees or agents are at the facilities of Court, County of Nevada, or of the State of California, they shall be subject to the rules and regulations of those facilities. Contractor shall immediately remove and replace its employees who do not comply with the rules and regulations of such Court, County or State facilities.

17.0 INVOICES AND PAYMENTS

17.1 Submitting Invoices

17.1.1 Contractor shall invoice the Court at the rates set forth in Exhibit B (Pricing and Billing Schedule).

- 17.1.2 Contractor shall bill the Court within the first twenty-five (25) calendar days of the month for goods and services provided the preceding month.
- 17.1.3 All invoices shall be subject to the Court's written approval. Contractor shall prepare invoices, in the detail specified in Subsection 17.3 using mutually agreeable formats, for charges owed to Contractor by the Court as provided in Exhibit B (Pricing and Billing Schedule).
- 17.1.4 Contractor shall submit all invoices for approval to the Court's Project Director.
- 17.1.5 Immediately upon approving Contractor's invoice(s), the Court's Project Director shall forward all such invoice(s) for review and processing for payment to the Court's Accounting.

17.2 Payment Conditions

- 17.2.1 The Court shall pay Contractor as per Exhibit B (Pricing and Billing Schedule) in the Agreement within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.
- 17.2.2 Payment for services rendered shall be made upon the Court's approval of invoices submitted and may be reduced at the Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. The Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.
 - 17.2.2.1 The aggregate of all amounts withheld pursuant to Subsection 17.1 shall be paid to Contractor by the Court in accordance to Subsection 17.2.
- 17.2.3 The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 8.0 of the Agreement.

17.3 Invoice Detail

Each invoice submitted by Contractor shall include the following information:

- (A) The deliverables and associated tasks, subtasks, goods, services, or other work (as described in Exhibit A) for which payment is claimed.
- (B) Indication of any applicable withhold amount for payments claimed.
- (C) Indication of any applicable credits due to the Court.

17.4 Reports by Contractor

In order to monitor and control expenditures and to ensure the reporting and completion of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, upon written request by the Court's Project Director, Contractor shall provide written reports that shall include, but are not limited to, the following information:

- (A) Period covered by the report.
- (B) Overview of the reporting period.
- (C) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (D) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (E) Tasks, subtasks, deliverables, goods, services, and other work completed in the reporting period which were not scheduled.
- (F) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (G) Issues to be resolved and a scheduled completion date.
- (H) Issues resolved during the reporting period.
- (I) Summary of project status as of reporting date.
- (J) Any other information which the Court may reasonably require from time-to-time.
- (K) Any holidays during the reported period.

18.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions, to the federal government, or any state, county, municipality, or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the Court.

19.0 FAILURE TO PROVIDE CONTRACT SERVICES

19.1 In the event that Contractor fails to correct any significant and/or repetitive errors on any task or deliverable described in Exhibit A (Statement of Work) and/or fails to perform such corrections within ten (10) business days of receiving written notice thereof from the Court's Project Director, the Court may deduct up to ten percent (10%) each month from amount of Contractor's regular monthly invoices representing Contractor's management fee for each such failure until such errors are satisfactorily corrected. Under no circumstances shall the Court withhold

payment representing amount for which Contractor will be reimbursed such as wages, taxes, benefits, liability insurance or other costs. The Court shall not hold Contractor liable for any delays for which the Court is solely responsible.

- 19.2 The aggregate of all amounts withheld pursuant to Subsection 19.1 shall be paid to Contractor by the Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

20.0 NOTICES

- 20.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and may be submitted by email or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to the Court:

Assigned Court Staff
Superior Court of California
County of Nevada
201 Church Street
Nevada City, California 95959
Telephone Number
E-mail

If to Contractor:

Name, Title
Name of Company
Address
City, State XXXXX
Telephone Number
E-mail

Addresses may be changed by either party giving written notice thereof to the other party. The Court's Project Director shall have the authority to issue all notices or demands required or permitted by the Court under this Agreement.

21.0 NOTICES OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but not later than one (1) business day of learning of the actual or potential situation, telephone the appropriate other party personnel to give notice thereof, including all relevant information with respect thereto, to the other party. Such telephone notification shall be followed up in writing with an explanation of the situation within one (1) working day. Failure to comply with this section may result in termination pursuant to Subsection 35.2.

22.0 INDEPENDENT CONTRACTOR PROVISION

Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor the Court may terminate this Agreement immediately upon notice.

23.0 PROHIBITION ON ASSIGNMENT AND SUBCONTRACTING

Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

24.0 BINDING ON SUCCESSORS

This Agreement will be binding on the parties and their permitted successors and assigns.

25.0 INSURANCE

25.1 General Requirements

25.1.1 Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Nevada, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.

25.1.2 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.

25.1.3 The Certificates of Insurance shall be addressed as follows:

**Assigned Court Staff
Superior Court of California
County of Nevada
201 Church Street
Nevada City, California 95959
Phone
Email**

25.1.4 All insurance policies required under this section shall be in force until the end of the term of this Agreement or completion of the services, whichever comes later.

- 25.1.5 If the insurance expires during the term of the Agreement, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- 25.1.6 If required insurance lapses during the term of this Agreement, Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 25.1.7 In the event the Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement or declare the Contractor in breach of the Agreement. If applicable, the Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court.
- 25.1.8 Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 25.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Nevada, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.
- 25.1.9 All insurance policies required under this Section 25.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- 25.1.10 The cost of all insurance required by this Section 25.0 is the sole responsibility of the Contractor, and is a component part of the Contractor's agreed compensation.
- 25.1.11 The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 25.1.12 Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to Court approval. Deductibles and self-insured retentions do not limit Contractor's liability.

- 25.1.13 Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by judicial branch entities and judicial branch personnel, and the basic coverage insurer waives any and all rights of subrogation against judicial branch entities and judicial branch personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Nevada, the County of Nevada, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 25.1.14 Contractor shall require insurance from Subcontractors and their Sub-subcontractors with substantially the same terms and conditions as required of the Contractor under "Insurance Requirements" herein below and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Nevada.
- 25.1.15 If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

25.2 Basic Coverage

Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the term of this Agreement:

25.2.1 Commercial General Liability

The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

25.2.2 Workers Compensation and Employer's Liability

The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

25.2.3 Automobile Liability

The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

25.3 Umbrella Policies

Contractor may satisfy required coverage limits through any combination of basic coverage and umbrella insurance.

26.0 WARRANTIES

- 26.1 Contractor shall promptly upon notice correct any and all non-conformances, defects, errors, and/or omissions in the tasks, deliverables, goods, services, and/or other work provided or to be provided under Exhibit A (Statement of Work) pursuant to this Agreement during the term of this Agreement. Contractor shall make such correction(s) at no additional cost to the Court.
- 26.2 Contractor warrants that it shall provide all goods and/or services in strict compliance with all specifications and requirements set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.3 Contractor warrants that it shall maintain sufficient personnel and equipment inventory to perform the services in the required turn-around time as specified in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.4 Contractor warrants that it shall deliver all required reports, including written Status and Performance Reports, and invoices as defined and set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.5 In the event Contractor fails timely to perform its warranty obligations set forth in this Section 26.0, then the Court may perform any required correction or other work and debit Contractor therefor at the Court's direct actual cost of outside labor and materials and the Court's burdened labor rates (including salary, employee benefits and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Agreement.
- 26.6 In the event Contractor does not agree with the Court's assessment of charges, Contractor may seek to resolve any such dispute pursuant to Section 38.0 (Dispute Resolution).
- 26.7 The rights and remedies provided in this Section 26.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

27.0 NO GRATUITIES

Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any judicial branch personnel with a view toward

securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

28.0 WARRANTY AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

29.0 NO CONFLICT OF INTEREST

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

30.0 NO INTERFERENCE WITH OTHER CONTRACTS

To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

31.0 NO LITIGATION

No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations under this Agreement.

32.0 INDEMNIFICATION BY CONTRACTOR

Contractor will defend (with counsel satisfactory to the Court or its designee) indemnify and hold harmless the Court, the County of Nevada, the State of California, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

33.0 CONFIDENTIALITY

- 33.1 During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all rights, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.
- 33.2 "Confidential Information" means: (i) any information related to the business or operations of the Court, including information relating to the Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court's satisfaction that: (a) Contractor lawfully knew prior to the Court's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
- 33.3 Contractor shall provide to the Court a completed Contractor Acknowledgment and Confidentiality Agreement (Exhibit C1), and a completed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit C2), for each of its employees performing work under this Agreement. All such completed Agreements shall be delivered to

Assigned Court Staff
Superior Court of California
County of Nevada
201 Church Street
Nevada City, California 95959
Phone
Email

Delivery shall be on or before the effective date of this Agreement but in no event later than the date which Contractor first has some access to the Court records, materials, data, or information, or first performs work under this Agreement, whichever date is earlier.

34.0 COURT'S QUALITY ASSURANCE PLAN

The Court or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation shall include assessing Contractor's compliance with all contract terms and performance standards. Contractor's deficiencies which the Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Court Executive Officer or designee. The report shall include improvement/corrective action measure(s) taken by the Court and Contractor. If improvement does not occur consistent with the corrective action measure(s), the Court may terminate this Agreement or impose other penalties as specified in this Agreement.

35.0 TERMINATION CLAUSES

35.1 Termination for Convenience

35.1.1 Services performed under this Agreement may be terminated in whole or in part at any time by either party when, in its sole discretion, either party deems that termination is in its best interest. A party may terminate services by delivering to the other party a written Termination Notice which specifies the extent to which services are terminated and the effective termination date. The effective date terminating services shall be thirty (30) calendar days from the date the written Termination Notice is delivered to the other party.

35.1.2 After receiving a Termination Notice under this Subsection, and unless otherwise expressly directed by the Court, Contractor shall take all necessary steps to (a) stop services on that date and to the extent specified in the Termination Notice or (b) stop the delivery or manufacture of goods as specified in the Termination Notice. Contractor shall complete services or delivery or manufactured of goods not so terminated.

35.1.3 Contractor shall not recover overhead or profit on the uncompleted portions of the services or goods.

35.2 Termination for Cause

The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following notice of default (or, in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor

makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

35.3 Termination Due to Nonavailability of Funds

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

36.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION

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

36.2 Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work or service, unless otherwise specified by the Court in writing or set forth in this Agreement:

36.2.1 Contractor shall cease to perform the services being terminated on the date and to the extent specified in such notice.

36.2.2 The Court will pay to Contractor all sums due to Contractor for services properly performed through the effective date of such expiration or termination (prorated as appropriate).

36.2.3 Contractor shall return to the Court all monies paid by the Court, yet unearned by Contractor, including any prepaid Services Fees, if applicable.

36.3 Contractor shall have no claim against the Court, the County of Nevada, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the Court and shall immediately repay all such funds to the Court. Payment by the Court for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Court, the County of Nevada, the State of California, the Judicial Council, and their respective officers, employees, and

agents' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

37.0 RENEGOTIATIONS DUE TO BUDGET RESTRICTIONS/ NON-APPROPRIATION OF FUNDS

In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause the Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

38.0 DISPUTE RESOLUTION

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

38.2 Escalation

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

38.2.2 If the matter is not resolved as set forth above, the aggrieved party will submit a second Notice which will:

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

38.2.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

38.2.4 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

38.2.5 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated

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

39.0 COURT REMEDIES

The remedies set forth in this section are provided for the Court's benefit and use only, and are non-exclusive and cumulative.

39.1 Remedy for Failure of Performance

Contractor shall provide to the Court substitute qualified personnel at no charge within 30 days if, as determined in the sole judgment of the Court's Project Director, either:

39.1.1 At any time during the period of performance of this Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fail to perform under such Agreement; or,

39.1.2 At any time during the period performance of this Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to the Court's Project Director's satisfaction within 30 days of receipt of written or oral notice from the Court's Project Director of the specific nature of the problem.

39.2 Waiver of Remedy for Failure

The Court's Project Director may waive all or any portion of this remedy and may allow Contractor to submit an invoice for all or any part of such work performed by the substitute personnel, if the Court's Project Director determines that:

- (A) The term of the Agreement was not adversely affected; and,
- (B) The quality of performance obligated under such Agreement was maintained.

39.3 Remedy for Failure to Furnish Approved Personnel

If Contractor is unable to furnish its proposed and approved personnel within five (5) business days of the execution of the Agreement, or by the date, if any, of commencement of work as specified in the Agreement, or in the event Contractor defaults three (3) times under this Section 39.0 within a given Court fiscal year, then the Court may terminate the Agreement pursuant to Subsection 35.2 (Termination for Cause), as to that Contractor.

40.0 ACCOUNTING

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

41.0 CALIFORNIA BUREAU OF STATE AUDITS PROVISION

This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

42.0 GENERAL AUDIT AND RECORDS PROVISION

Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit.

43.0 PUBLICITY

Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

44.0 GOVERNING LAWS, JURISDICTION AND VENUE

California law, without regard to its choice-of-law provisions, governs the Agreement. Jurisdiction and venue for any legal action arising from the Agreement shall exclusively reside in Nevada City, California, and the parties hereby consent to the jurisdiction and venue of such courts.

45.0 COMPLIANCE WITH THE LAW

Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

46.0 TAX DELINQUENCY

46.1 Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one (1) of the 500 largest tax delinquents. Contractor certifies that they do not currently appear on and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists.

46.2 Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

46.3 Any contract entered into in violation of Public Contract Code section 10295.4 is void and unenforceable as to the Court's obligation(s) to Contractor until such time as Contractor has been removed from the Delinquent Taxpayer list(s).

47.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW

Contractor assures that it shall abide by all applicable Federal and State of California laws and comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(e) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

48.0 NONDISCRIMINATION

Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

49.0 FAIR LABOR STANDARDS ACT

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless the Court, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the Court may be found jointly or solely liable.

50.0 NATIONAL LABOR RELATIONS BOARD

No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

51.0 DOMESTIC PARTNERS, SPOUSES, AND GENDER AND GENDER IDENTITY DISCRIMINATION

Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with: (i) Public Contract Code section 10295.3, which places limitations on

contracts with Contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status, and (ii) Public Contract Code section 10295.35, which places limitations on contracts and contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

52.0 DRUG-FREE WORKPLACE

Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

53.0 NO HARASSMENT

Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

54.0 ANTI-TRUST CLAIMS

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

55.0 INTENTIONALLY OMITTED

56.0 INTENTIONALLY OMITTED

57.0 UNION ACTIVITIES CERTIFICATION

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

58.0 DARFUR CONTRACTING ACT CERTIFICATION

Contractor must have completed and submitted the Darfur Contracting Act Certification form with its Proposal during the solicitation process and/or prior to execution of this Agreement. The signed Darfur Contracting Act Certification form is attached as Exhibit D (Darfur Contracting Act Certification).

59.0 INTENTIONALLY OMITTED

60.0 EXPATRIATE CORPORATIONS

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.

61.0 CHILD SUPPORT COMPLIANCE ACT

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) 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 Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

62.0 INTENTIONALLY OMITTED

63.0 DISABLED VETERAN'S BUSINESS ENTERPRISE COMMITMENT (IF APPLICABLE)

Contractor's failure to meet the disabled veteran business enterprise ("DVBE") 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 (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

64.0 INTENTIONALLY OMITTED

65.0 SEVERABILITY

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

66.0 NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

67.0 WAIVER

A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

68.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the Court from acquiring similar, equal or like goods and/or services from other entities or sources.

69.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

70.0 AMENDMENT

Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment, including any changes to the Statement of Work.

71.0 EXPANSION OF CONTRACT

71.1 Contractor is responsible for providing services as described in Exhibit A (Statement of Work). The Court and Contractor agree that in the event the Court requires additional services, Contractor shall be able to provide such services pursuant to an amendment to this Agreement, pursuant to Section 68.0 (Change of Terms and Amendments).

71.2 Contractor shall provide the services pursuant to Exhibit A (Statement of Work) at a contract sum to be negotiated by Contractor and the Court.

72.0 HEADINGS

All headings are for reference purposes only and do not affect the interpretation of this Agreement.

73.0 COUNTERPARTS

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

(AUTHORIZATION PAGE TO FOLLOW)

74.0 AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Nevada has caused this Agreement to be subscribed by its Court Executive Officer, and (**Company/Vendor Name**) has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

By: _____ Date: _____
G. SEAN METROKA
Court Executive Officer

(VENDOR NAME)

By: _____ Date: _____
(CONTRACTOR'S PRINCIPAL)
(Title)

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: SP-2016-0006

ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges the following:

- The only persons or parties interested in this bid as principals are as follows:

<input type="text"/>	5
<input type="text"/>	6

If Bidder is a corporation, provide the name of the corporation and the name of its president, secretary, treasurer, and manager. If Bidder is a partnership, provide the name under which the partnership does business, and the names and addresses of all partners. If Bidder is an individual, provide the name of the individual. If necessary, additional pages may be attached.

- This bid is made without collusion with any other person, firm or corporation. The prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- The entire Solicitation has been carefully examined, and this bid is made in accordance therewith.
- Bidder proposes to accept full payment for work performed/commodity provided thereunder the prices quoted in this bid.
- This bid is a firm offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following the last day to accept bids.
- The information contained in the bid is true and correct to the best of my information and belief.

If a Purchase Order is issued, Bidder acknowledges that any resulting Purchase Order incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix" posted at <http://www2.courtinfo.ca.gov/termsandconditions3.pdf>. Any conflict between a provision in the appendix and any other provision, the provision contained in the appendix prevails.

NAME <input type="text"/>	
TITLE <input type="text"/>	
COMPANY NAME <input type="text"/>	
ADDRESS <input type="text"/>	
SIGNATURE* <input type="text"/>	DATE <input type="text"/>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: SP-2016-0006

BIDDER CERTIFICATIONS

Bidder certifies that:

- Conflict of Interest** – Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
- Registered to Do Business in California and in Good Standing** – Bidder is in good standing and qualified to do business in California.
- Suspension/Debarment/Tax Delinquent** – Neither Bidder nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency or entity. Neither Bidder nor any of its proposed subcontractors are tax delinquent with the State of California. Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Any contract entered into in violation of Public Contract Code section is void and unenforceable.
- Conflict Minerals** – Bidder certifies either: (i) it is not a “scrutinized company” as defined in Public Contract Code section 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.

Bidder’s signature below indicates certification of the above clauses.

<i>NAME</i>	
<input type="text"/>	
<i>TITLE</i>	
<input type="text"/>	
<i>COMPANY NAME</i>	
<input type="text"/>	
<i>ADDRESS</i>	
<input type="text"/>	
<i>SIGNATURE*</i>	<i>DATE</i>
<input type="text"/>	<input type="text"/>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 3	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: <input type="text"/>

QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE

In order for the Court to properly qualify your company and its bid for the referenced solicitation, please provide the following information:

1. Company Name:

Address:

City, State, Zip Code:

Telephone No. FAX No.

Email:

Federal Tax ID No.: Calif. Business License No.

2. Check one: Corporation Partnership Individual Sole Proprietorship

If your Company is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	State	Corporation Charter No.

3. If Corporation, state:

Date of incorporation:

State in which incorporated:

4. If an out-of-state Corporation, currently authorized to do business in California, give date of such authorization:

5.	Name and Title of Principal Officers:	Date Elected:
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

5.1	Name of Authorized Official:	Date of Initial Qualification:
	<input type="text"/>	<input type="text"/>

5.2 Name of Financially Responsible Officers (if any):

6. If Partnership, state:

Date of Partnership:

--

Name and Address of Partners:

--

PAGE 2 OF 3	BIDDER NAME: <table border="1"><tr><td></td></tr></table>	
SOLICITATION NUMBER: SP-2016-0006		

QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE

7. If Sole Proprietorship, state:

Name and Address of Owner:

8. List State, County or other Public Agencies with which your Company is qualified to perform work by some means of pre-qualification:

Agency	Trade	Expiration	Amount				
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9. Has your Company or any member been involved in any litigation, arbitration or administrative proceeding with the last ten (10) years as a result any contracts including, but not limited to liens, delays, defective performance or workmanship? If yes, provide the following information for each case. (Submit attachments as necessary.)

A. Style or caption of litigation or arbitration:

--

B. All parties to such proceedings:

--

C. Names, addresses, telephone numbers of Attorneys for each party:

D. Date litigation started:

E. Provide explanation of each claim by and against each party. (Attachments, as necessary.)

10. Have you or any principal of your Company ever declared bankruptcy?

YES

NO

If yes, provide dates and particulars:

Date

Reason

PAGE 3 OF 3

BIDDER NAME:

SOLICITATION NUMBER:

QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE

11. If your Company is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name

County of Registration

Year became DBA

12. Is your Company wholly or majority owned by, or a subsidiary of, another company? If yes, name the parent company:

13. Please list any other names your Company has done business as within the last five (5) years:

Name

Year of Name Change

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive

statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Court's sole judgment, which shall be final.

On behalf of (*Company Name*), I
(*Print Name of Authorized Representative*), certify that the information contained in this Qualification & Organization Questionnaire is true and correct to the best of my information and belief.

<i>NAME</i>	
<input type="text"/>	
<i>TITLE</i>	
<input type="text"/>	
<i>SIGNATURE*</i>	<i>DATE</i>
<input type="text"/>	<input type="text"/>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: SP-2016-0006

ACCEPTANCE OF TERMS AND CONDITIONS OF SAMPLE AGREEMENT

Please mark the appropriate choice:

- Bidder accepts all the terms and conditions of the Sample Agreement attached to the Solicitation.
- Bidder exceptions/modifications to the terms and conditions of the Sample Agreement attached to the Solicitation.

If you have any exceptions/modifications to the Sample Agreement, please attach the following documents to this form:

- A red-line version of the Sample Agreement with inserted comments to substantiate each proposed exception/modification; **or**
- A red-line version of the Sample Agreement and a separate document that substantiates each proposed exception/modification.

NAME <input type="text"/>	
TITLE <input type="text"/>	
COMPANY NAME <input type="text"/>	
ADDRESS <input type="text"/>	
SIGNATURE* <input type="text"/>	DATE <input type="text"/>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input style="width: 250px; height: 20px;" type="text"/>
	SOLICITATION NUMBER: SP-2016-0006

DARFUR CONTRACTING ACT CERTIFICATION

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

To be eligible to submit a bid or proposal, please complete the company information and initial only one of the three following clauses. (Note: Paragraph #1 requires initials only; Paragraph #2 requires initials only; Paragraph #3 requires initials and a certification signature.)

DATE <input style="width: 150px; height: 20px;" type="text"/>	FEDERAL TAX ID NUMBER <input style="width: 150px; height: 20px;" type="text"/>
COMPANY NAME (PRINTED) <input style="width: 300px; height: 20px;" type="text"/>	
NAME AND TITLE OF PERSON OF AUTHORIZED PERSON INITIALING AN OPTION BELOW (PRINTED) <input style="width: 300px; height: 20px;" type="text"/>	

Initial ONLY ONE of the following paragraphs:

1.
Initials

We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
2.
Initials

We are a "scrutinized company" as defined in Public Contract Code section 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from the Court is included with our bid or proposal.
3.
Initials &
Certification

We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a "scrutinized company" as defined in Public Contract Code section 10476.

<u>CERTIFICATION FOR PARAGRAPH 3:</u>	
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in Paragraph 3. This certification is made under the laws of the State of California.	
BY (AUTHORIZED SIGNATURE)* <input style="width: 250px; height: 20px;" type="text"/>	
PRINTED NAME AND TITLE OF PERSON SIGNING <input style="width: 300px; height: 20px;" type="text"/>	
DATE EXECUTED <input style="width: 150px; height: 20px;" type="text"/>	EXECUTED IN THE COUNTY AND STATE OF <input style="width: 150px; height: 20px;" type="text"/>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 3

BIDDER NAME:

SOLICITATION NUMBER:

BIDDER DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DGS Supplier ID number: _____

2. DVBE Certification active from _____ to _____

3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

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

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

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

4. The disabled veteran owners and managers of Bidder must complete and sign the DVBE Declaration (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

PAGE 2 OF 3

BIDDER NAME:

SOLICITATION NUMBER:

BIDDER DECLARATION

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

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

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

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

	BIDDER NAME:
PAGE 3 OF 3	SOLICITATION NUMBER:

BIDDER DECLARATION

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

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%

12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.

13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

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

<i>COMPANY NAME</i>	<i>FEDERAL TAX ID NUMBER</i>
<i>BY (AUTHORIZED SIGNATURE)*</i>	<i>TELEPHONE</i>
<i>PRINTED NAME AND TITLE OF PERSON SIGNING</i>	
<i>DATE EXECUTED</i>	<i>Executed</i> <i>in the County of</i> _____ <i>in the State of</i> _____

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

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

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

Subpart C: Provide an explanation of how the Bidder's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.

4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

PAGE 1 OF 2

BIDDER NAME:

SOLICITATION NUMBER:

DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.
- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional pages if more than one principal)*

Principal Name: _____

Principal Address: _____

Principal Phone: _____

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

<i>PRINTED NAME OF DV OWNER/MANAGER</i>	<i>DATE SIGNED</i>
<i>SIGNATURE OF DV OWNER/MANAGER*</i>	<i>TELEPHONE</i>

<i>PRINTED NAME OF DV OWNER/MANAGER</i>	<i>DATE SIGNED</i>
<i>SIGNATURE OF DV OWNER/MANAGER*</i>	<i>TELEPHONE</i>

<i>PRINTED NAME OF DV OWNER/MANAGER</i>	<i>DATE SIGNED</i>
<i>SIGNATURE OF DV OWNER/MANAGER*</i>	<i>TELEPHONE</i>

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 2 OF 2

BIDDER NAME:

Shared Procurement

SOLICITATION NUMBER:

DVBE DECLARATION

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

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

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

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

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

<i>PRINTED NAME OF DV OWNER</i>	<i>TAX ID NUMBER OF DV OWNER</i>
<i>ADDRESS OF DV OWNER</i>	<i>TELEPHONE</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</i>
<i>SIGNATURE OF DV OWNER*</i>	<i>DATE SIGNED</i>

Disabled veteran managers of the DVBE: *(attach additional pages 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>	

* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

General Instructions

In this form, (i) "DGS" refers to the Department of General Services; (ii) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) "bid" refers to a response to a competitive solicitation issued by the JBE, 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 JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

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

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

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

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

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

Question and Answers for Bid #SP-2016-0006 - Armed Stationary Site Security Services for Nevada Superior Court

Overall Bid Questions

There are no questions associated with this bid.