

Solicitation SP-2016-0041

Electronic Recording System for Nevada Superior Court

Bid Designation: Public



Superior Court of California Shared Procurement

Bid SP-2016-0041 Electronic Recording System for Nevada Superior Court

Bid Number **SP-2016-0041**
Bid Title **Electronic Recording System for Nevada Superior Court**

Bid Start Date **Nov 8, 2016 10:16:30 AM PST**
Bid End Date **Nov 23, 2016 11:00:00 AM PST**
Question & Answer End Date **Nov 16, 2016 11:00:00 AM PST**

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

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

Bid Comments **The Superior Court of California, County of Nevada ("Court") is requesting quotes from qualified Bidders to provide a computer-based electronic recording system for two criminal courtrooms in the Nevada City Courthouse. Interested and qualified Bidders who can demonstrate their ability to successfully provide the goods and services described in this Request for Quotes ("RFQ") are invited to submit quotes.**
The Court intends to award a contract to the Bidder who meets the requirements of this RFQ and who submits the overall highest scored quote. Submission of a partial bid will not be accepted and may result in the quote being deemed non-responsive.
Quotes must be submitted electronically on BidSync. The Court will not accept quotes submitted by mail or email.
All questions and requests for clarification regarding this RFP must be submitted on BidSync prior to the date and time specified on BidSync.

Required Vendor Qualifications **CA SELLERS PERMIT**

Item Response Form

Item **SP-2016-0041--01-01 - Electronic Recording System**
Quantity **1 each**
Prices are not requested for this item.

Delivery Location **Superior Court of California Shared Procurement**
Superior Court of California, County of Nevada
201 Church Street
Nevada City CA 95959
Qty 1

Description

Upload here a quote, as specified in Section 5.0 (Submission Requirements) of the RFQ, for an Electronic Recording System for the Nevada City Courthouse.



REQUEST FOR QUOTES

TO PROVIDE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NEVADA

WITH

ELECTRONIC RECORDING SYSTEM

RFQ NUMBER SP-2016-0041

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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 requesting quotes from qualified Bidders to provide a computer-based electronic recording system for two criminal courtrooms in the Nevada City Courthouse. Interested and qualified Bidders who can demonstrate their ability to successfully provide the goods and services described in this Request for Quotes (“RFQ”) are invited to submit quotes.

The Court intends to award a contract to the Bidder who meets the requirements of this RFQ and who submits the overall **highest scored quote**.

All quotes must be submitted electronically on the Court’s Online Procurement Website at www.BidSync.com (BidSync) in accordance with the requirements set forth in this document. All materials submitted in response to this RFQ shall become a part of the quote and may be incorporated in a subsequent contract between the Court and the selected Vendor.

Please note that due to the unavailability of the two courtrooms a pre-bid conference and site visit will not be scheduled.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court is seeking an Electronic Recording System meeting the specifications set forth in the Statement of Work. The Court is accepting quotes for a one-time purchase of installable software with software maintenance and support or a software subscription (SaaS).

The Court is seeking to find solutions with lower software acquisition costs. Preference will be given to quotes that offer a subscription (SaaS) type licensing model similar to Office 365 or to those that will allow the Court to make periodic payments (monthly, quarterly or annually) over a three (3) year term, all of which must include system maintenance, technical support and upgrades as part of the payment. Costs for hardware, software installation and training will be paid in full as part of the initial acquisition.

Bidders may submit a quote for one or both options. The Court intends to select the option that is in the best interest of the Court.

The delivery of goods and performance of services will be provided at the following location:

Superior Court of California, County of Nevada
Nevada City Courthouse – Departments 1 and 2
201 Church Street
Nevada City, California 95959

3.0 PERIOD OF PERFORMANCE

The Court intends to enter a contract with the selected Contractor for an initial term of three (3) years. The resulting contract may be amended to extend the term for up to two (2) successive

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one-year annual renewals if it determined by the Court to be in the best interest of the Court. Upon signing the amendment, the selected Contractor agrees to provide the goods and services for the extended period at the rates specified in the original Agreement unless otherwise negotiated by the parties.

The Court anticipates that the system will be fully functional prior to **January 30, 2017**.

4.0 RFQ ATTACHMENTS

4.1 Statement of Work

Describes in detail the specific goods and services for which quotes are being solicited. Once a Contractor has been selected, the Statement of Work may become part of the final contract.

4.2 Administrative Rules Governing RFQs

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

4.3 Sample Agreement

Bidders 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. Bidders are not required to sign the Sample Agreement at this time. The Contractor selected to provide services as a result of this RFQ process will be required to sign the final version of the Agreement upon completion of the negotiation process.

4.4 Required Forms

All forms listed below must be completed and submitted where indicated on BidSync.

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

4.5 Optional Forms

Bidder may complete and submit with its quote the following forms if applicable to the Bidder.

- Disabled Veteran's Business Enterprise
- Small Business Declaration Form

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5.0 SUBMISSION REQUIREMENTS

Failure to meet the submission requirements may be cause for disqualifying a bid from further consideration.

5.1 Bid Submission Deadline

Bids must be submitted on BidSync on or before the bid due date. Under no circumstances will the Court accept bids submitted by email.

5.2 Cover Letter

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

- 5.2.1 The name, title, address, telephone number, e-mail address, and facsimile number of person(s) authorized to make representations for Bidder during negotiations and commit Bidder to a contract;
- 5.2.2 A statement that confirms Bidder is registered to do business in California and provide its corporate charter number; and
- 5.2.3 Bidder's Federal Tax Identification Number. Note that if a sole proprietor using his or her social security number is awarded a contract, the social security number will be required before finalizing a contract.

5.3 Plan for Providing the Requested Services

Provide a detailed Plan, which must include a proposed method for completing the work set forth in the Statement of Work. Bidder should not summarize its services in this section; rather explain in detail how Bidder will meet all the needs of the Court. Bidder should respond to the Statement of Work requirements and explain how the Bidder shall meet the requirements. The Plan should also include the following:

- 5.3.1 Provide a list of all specific components outlined in Proposer's response including, but not limited to, microphones, cables, mixers and an integrated mechanism to record / timestamp the current date and time as part of the recording.
- 5.3.2 Provide a plan for Bidder portion of installation and training. It is understood the Court will unpack and install all hardware in a "pre-staged" manner (positioned and mounted in a manner which can be changed if necessary) and will install software provided so it is usable by anyone with a valid account. Bidder to describe their prerequisite needs prior to coming on-site, the tasks they will perform (final software configuration, audio fine tuning, final adjustments, troubleshooting, etc.). Bidder to provide an outline of the end-user training.

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- 5.3.3 Describe the software maintenance and support services for the proposed solution.
 - 5.3.3.1 Describe technical support including hours of operation, estimated response times and number of support staff.
 - 5.3.3.2 Define and identify of all maintenance and support provided including upgrades, fixes/patches and technical support constraints such as operating hours, guaranteed response times (not to exceed) and problem escalation procedures.
 - 5.3.3.3 Describe methods/ability for providing remote technical support.
- 5.3.4 Complete system documentation – user’s guide, a bill of material (equipment) listing that shall include serial numbers (where applicable).
- 5.3.5 Identification of customizable and system reports, including a sampling of common reports.

5.4 **Business References**

Provide a list of a minimum of three (3) references of clients using the proposed solution offered in its quote. 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 Bidder.

5.5 **Insurance**

Attest that Bidder complies with the Indemnification and Insurance requirements of Section 37.0 (Indemnification by Contractor) and Section 29.0 (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 Bidder’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.

5.6 **Business License and Certification**

Bidder 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 Bidder (i.e. California State Board of Equalization Seller’s Permit and Business License).

If Contractor is a reseller of a manufacturer’s product, Contractor’s quote shall indicate that Contractor is an authorized reseller. Contractor to indicate that Contractor has all licenses to sell a manufacturer’s system.

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5.7 Pricing

5.7.1 The Bidder must submit a quote for the goods and services described in the Statement of Work.

5.7.2 The quote should delineate between pricing for installable software with software maintenance and support services and subscription software (SaaS).

5.7.2.1 Bidder may submit a quote for one or both options.

5.7.3 The pricing should be all-inclusive, including F.O.B. destination.

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

5.8 Required Forms

Bidder must complete all Required Forms listed in this RFQ. The Required Forms must be submitted as directed on BidSync.

5.9 Optional Forms

Bidder may submit the Disabled Veteran’s Business Enterprise or the Small Business Declaration forms **only if** Bidder will claim either preference associated with this solicitation. Please review the instructions before completing these forms. If Bidder submits incomplete or inaccurate information, it will not receive the preference.

6.0 EVALUATION CRITERIA

Quotes will be evaluated to determine the quote that offers the best value to the Court. The evaluation will be based upon the criteria listed below. Although some factors are weighted more than others, all are considered necessary, and a quote must be technically acceptable in each area to be eligible for award.

EVALUATION CRITERIA	Maximum Points
Plan for Providing the Requested Services	15
Features, Functionality and Ease of Use of Proposed Solution	30
Acceptance of Terms and Conditions of the Sample Agreement	2
Pricing Pricing will be evaluated on the overall reasonableness of the prices submitted.	50
DVBE Incentive	3
TOTAL MAXIMUM ALLOWABLE POINTS	100

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7.0 PROTESTS

Protests will not be accepted as the costs for the goods and/or services requested is not expected to meet or exceed protest thresholds pursuant to the Judicial Branch Contracting Manual, Chapter 7, Section 7.2.

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ADMINISTRATIVE RULES GOVERNING RFQS (IT GOODS AND SERVICES)

1.0 COMMUNICATIONS WITH COURT REGARDING THE RFQ

Except as specifically addressed elsewhere in the Request for Quotes (RFQ), any communications regarding this RFQ must be submitted only through the Shared Procurement Services Program's Online Procurement Website at www.BidSync.com (BidSync).

2.0 QUESTIONS REGARDING THE RFQ

- 2.1 Bidders interested in responding to the RFQ may submit questions on BidSync on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If Bidder is requesting a change, the request must set forth the recommended change and Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available prior to the bid due date and time.
- 2.2 If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via BidSync to the contact listed in the RFQ, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.

3.0 ERRORS IN THE RFQ

- 3.1 If, before the bid due date and time listed in the RFQ, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, Bidder must immediately notify the Court by sending an email to the Bid Contact and request modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ before the bid due date and time by releasing an addendum to the solicitation.

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

4.0 ADDENDA

- 4.1 The Court may modify the RFQ before the bid due date and time listed in the RFQ 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 RFQ.
- 4.2 It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.
- 4.3 If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the Court by sending an email to the Bid Contact no later than one day following issuance of the addendum.

5.0 COURT RESPONSIBILITIES

The Court is responsible only for that which is expressly stated in this solicitation document and any authorized amendment or addenda thereto. The 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.

6.0 SUBMISSION OF BIDS

- 6.1 To be considered, bids must be received on or before the submission deadline specified in the RFQ.
- 6.2 All bids must be submitted electronically on BidSync. Bidder is solely responsible for ensuring that the full bid is submitted on BidSync prior to the submission deadline. Bidders encountering problems submitting bids electronically, or needing any technical assistance, may contact BidSync's Customer Service for assistance at (800) 990-9339 or support@bidsync.com.
- 6.3 The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
- 6.4 The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any bid or in connection with the modification of any of Bidder's operations in response to this RFQ.
- 6.5 Submission of a bid constitutes an acknowledgement that Bidder accepts and is willing to comply with the terms and conditions of the RFQ, the attachments and any addenda, and has reviewed all applicable laws, regulations, ordinances and

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resolutions dealing with or related to this procurement. Bidder's failure or neglect to examine such documents. Laws, regulations, ordinances or resolutions shall in no way relieve Bidder from any obligations with respect to any contract issued as a result of this RFQ.

7.0 AMENDMENT OR WITHDRAWAL OF BIDS

A Bidder may amend or withdraw its bid at any time prior to the submission deadline by following the process set forth on BidSync. Bidders encountering problems amending or withdrawing a bid electronically, or needing any assistance, may contact BidSync's Customer Service for assistance at (800) 990-9339 or support@bidsync.com. Bidder may thereafter submit a new or modified bid, provided that it is submitted prior to the deadline listed in the RFQ. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the RFQ.

8.0 ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to Bidder (if selected for the award of the contract), Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

9.0 RIGHT TO REJECT BIDS

- 9.1 Before the bid due date and time listed in the RFQ, the Court may cancel the RFQ for any or no reason. After the bid due date and time listed in the RFQ, the Court may reject all bids and cancel the RFQ if the Court determines that: (i) the bids received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- 9.2 If there is reason to believe that collusion exists among Bidders, none of the participants in such collusion will be considered in this RFQ process.
- 9.3 The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Bidder from full compliance with the RFQ specifications. Until a contract resulting from this RFQ is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.

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- 9.4 The Court reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- 9.5 Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

10.0 EVALUATION PROCESS

- 10.1 All bids received by the appropriate deadline will be reviewed to determine the extent to which the bids comply with RFQ requirements. Failure to comply with any of the mandatory requirements may be cause for disqualifying a bid from further consideration and review. The Court may, in its sole discretion, reject any or all bids submitted in response to this RFQ. Such review and determination is not subject to appeal, and will be done at the sole discretion of the Court.
- 10.2 Bids that contain false, incomplete or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the RFQ. A bid containing conditions or limitations established by Bidder may be deemed irregular and rejected by the Court in its sole discretion.
- 10.3 The Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- 10.4 In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.

11.0 DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION

- 11.1 All materials submitted in response to the RFQ will become the property of the Court.
- 11.2 A copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records. For further information go to the following website:

www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500.
- 11.3 If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not

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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.

12.0 OFFER PERIOD

Bidder's bid is an irrevocable offer for one hundred eighty (180) calendar days following the bid due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

13.0 PAYMENT TERMS

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

13.2 **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 Bidder. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected Bidder.

14.0 AWARD OF CONTRACT

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

15.0 EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)

15.1 Bidders are hereby advised that this RFQ is a solicitation for bids 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 bid does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.

15.2 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.

15.3 A Bidder submitting a proposal must be prepared to use a standard court contract form rather than its own contract form.

15.4 Upon award of the contract, the agreement along with the required exhibits, shall be signed by Bidder and returned to the Court, in a method specified in

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communications with the Court, no later than ten (10) business days of receipt of the contract. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

- 15.5 Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.
- 15.6 The Court will make a reasonable effort to execute any contract based on the RFQ within forty-five (45) days of selecting a bid that best meets its requirements. However, exceptions taken by Bidder may delay execution of a contract.

16.0 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.

17.0 NO CONFLICT OF INTEREST

Bidder must certify that Bidder 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.

18.0 ANTI-TRUST CLAIMS

- 18.1 In submitting a bid to the Court, Bidder offers and agrees that if the bid is accepted, Bidder will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Bidder. (See Government Code section 4552.)
- 18.2 If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- 18.3 Upon demand in writing by Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if Bidder has

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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.)

19.0 AMERICANS WITH DISABILITIES ACT

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

20.0 SMALL BUSINESS PREFERENCE DECLARATION (IF APPLICABLE)

- 20.1 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a bid non-responsive.
- 20.2 Bidder will receive a small business preference if, in the Court's sole determination, Bidder has met all applicable requirements. If Bidder receives the small business preference, the score assigned to its bid will be increased by an amount equal to 5% of the points assigned to the highest scored bid. Small business participation is not mandatory. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.
- 20.3 To receive the small business preference, Bidder must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.
- 20.4 If Bidder wishes to seek the small business preference, Bidder must complete and submit with its bid the small business declaration. Contractor must submit with the small business declaration all materials required in the small business declaration.
- 20.5 Failure to complete and submit the small business declaration as required will result in Bidder not receiving the small business preference. In addition, the court may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the small business preference.
- 20.6 If Bidder receives the small business preference, (i) Bidder will be required to complete a post-purchase order report; and (ii) failure to meet the small business commitment set forth in its bid will constitute a breach of contract.
- 20.7 **Fraudulent misrepresentation in connection with the Small Business Preference is unlawful and is punishable by civil penalties. See Government Code section 14842.5.**

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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 bid 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, a number of points equal to 3% of the total possible points will be added to the score assigned to Bidder's bid. The number of points that will be added is specified in the Evaluation Criteria of the RFQ.
- 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, Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 21.4 If Bidder wishes to seek the DVBE incentive:
 - 21.4.1 Bidder must complete and submit with its bid, the DVBE Bidder Declaration. Bidder must submit with the DVBE Bidder Declaration all materials required in the DVBE Bidder Declaration.
 - 21.4.2 Bidder must also submit with its bid, a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder 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 Bidder 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 Bidder 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 Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its bid unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.

RFQ Title: Electronic Recording System for Nevada Superior Court
RFQ Number: SP-2016-0041

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.

22.0 FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

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

RFQ Title: Electronic Recording System for Nevada Superior Court

RFQ Number: SP-2016-0041

STATEMENT OF WORK

Background

Existing California law and Rules of Court allow for the recording of certain court proceedings in lieu of a Court Reporter transcribing the verbatim proceedings. The Superior Court of California, County of Nevada ("Court") is interested in obtaining a computer-based audio-only electronic recording system in two Criminal courtrooms in our Nevada City facility. The Court may eventually be interested in expanding this capability to other courtrooms throughout Nevada County.

The proposed Electronic Recording System upgrade project is expected to further the goals of the Superior Court:

- **Goal III:** Modernization of Management and Administration
- **Goal IV:** Quality of Justice and Service to the Public
- **Goal VI:** Branch wide Infrastructure for Service Excellence

The proposed Electronic Recording System upgrade project must substantially comply with California Rules of Court, Rule 2.954: Specifications for Electronic Recording Equipment.

The proposed Electronic Recording System will not include assistive listening devices nor translation or interpretation capabilities.

Current Environment

The Court does not possess any electronic recording equipment for the purpose of digital court reporting. Furthermore, the two courtrooms, where the proposed Electronic Recording System will be installed, do not have an existing audio system. The Court does have a local area network infrastructure and backup software technology that can be leveraged by and used to support an Electronic Recording system.

Objectives

The Court seeks to find solutions with lower software acquisition costs. Preference will be given to quotes that offer a subscription (SaaS) type licensing model similar to Office 365 or to those that will allow the court to make periodic payments (monthly, quarterly or annually) over a 3 year term, all of which must include system maintenance, technical support and upgrades as part of the payment. Costs for hardware, software installation and training will be paid in full as part of the initial acquisition.

The Court intends to use the equipment for audio-only recording and playback of authorized Judicial Hearings and Proceedings. The Court may duplicate the recordings and provide an electronic file containing the recording and/or use the recording to create official and unofficial transcripts of court proceedings as requested by Counsel, Parties, and Appellate Courts per California law and Rules of Court. The goal of the Court is to install stationary equipment and software in 2 courtrooms in the Nevada City courthouse to provide more efficiency and accessibility to the process. All equipment and recordings must have the ability to be managed by a local operator/clerical staff including the ability to manually start and stop recordings.

RFQ Title: Electronic Recording System for Nevada Superior Court

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Requirements

The Court anticipates that each courtroom will need at least four (4) microphones (two (2) at the counsel tables, one (1) at the bench, and one (1) at the witness stand), needed cables, and one mixer. The equipment will be located in the courtroom, next to the Clerk’s desk.

Three years of support for the Electronic Recording System is required.

Contractor’s proposed system must have the ability to accomplish each of the following:

- Ability to check the status of all recording equipment from a single console or window
- Ability to integrate with the existing Court’s network infrastructure
- Ability to mute individual or multiple microphones
- Visual warning if voices are not being recorded or when voices are too low or inaudible
- Ability to record, playback and export recordings in multiple “non-proprietary” formats, such as wav, aaf, mp3, wma.
- An integrated logging interface that will allow the operator to make notations during the recording to identify/ demarcate each hearing (eg: case number, identities, start and stop times)
- Ability to send offload or exported electronic recordings via email

Scope of Work

Due to the unknown availability of the courtrooms, the Court is not able to accommodate a contractor doing a complete installation. The Court plans to stage and install all equipment. The contractor will validate the installation and perform the final configuration.

The following table delineates the various tasks and responsibilities between the Court and Contractor.

TASK LIST	Courts Responsibility	Contractor Responsibility
Setup user account with domain level access and sufficient network storage to support archival/retrieval of digital recordings	X	
Provide computer specifications including model processor, quantity and type of RAM, Operating System version and hard disk space		X
Provide two networked computers that meet or exceed vendor specifications to support the proposed Electronic Recording System	X	
Provide all Electronic Recording System specific components outlined in the response to the RFQ including, but not limited to, microphones, cables, mixers and an integrated mechanism to record / timestamp the current date and time as part of the recording		X
Physically mount and install Contractor provided components in each courtroom according to Contractor specifications. This includes, but is not limited to, microphones, cables and mixers.	X	
Provide all needed 25-foot cables		X
Run cable through conduit (surface mount as a last resort)	X	
Install and make ready vendor provided software and any device drivers so software is staged for final configuration.	X	
Provide VPN remote access for installation and ongoing support	X	
Provide a network switch with open ports and IP addresses for devices	X	

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Finalize Electronic Recording System software and driver installation		X
Perform QA testing and ensure proper placement, configuration and integration between all the components and the software		X
Perform QA testing of all system features and functionality to verify that the system and other integrations are performing properly		X
Perform any troubleshooting that may be necessary	X	X
Provide two on-site training sessions for operators and courtroom support personnel including clerks and bench officers*		X
Provide one administrative training session for local tech support*		X
Demonstrate the fully functioning system to Court as required for Acceptance Testing		X

* Contractor provided training is strongly preferred but not a requirement for submitting a quote.

Location of Work

Superior Court of California, County of Nevada
Nevada City Courthouse – Departments 1 and 2
201 Church St. Nevada City, CA 95959

Facility Environment Requirements

Contractor will be asked to make recommendations as to the most ideal placement of proposed equipment. This will include environmental requirements such as power, mitigation of any background or ambient noise and clearance requirements/recommendations for microphones.

Contractor will also need to provide technical documentation outlining equipment specifications such as decibel level range, sound quality and performance specifications.

Deliverables and Installation Schedule

Deliverable	From Date of Award	(Installation) From Date Received
All local site preparations, computers and user accounts	1 – 2 weeks	n/a
All hardware components ordered, shipped and delivered to Nevada City	2 – 4 weeks	1 - 2 weeks
All software ordered and made ready for shipment or electronic delivery to Nevada City	2 – 3 weeks	1 - 2 weeks
On-site configuration and, if applicable, training	4 – 6 weeks	n/a

Acceptance Testing and Criteria

Acceptance Testing and criteria shall include:

1. Ordering for all vendor provided equipment and software from manufacturer/distributors
2. Delivery of all vendor provided equipment and software for all locations
3. Final integration and configuration of recording equipment and software
4. Successful testing and demonstration of system features and functions
5. Completion of end user and IT training and delivery of project documentation



SAMPLE

AGREEMENT

BY AND BETWEEN

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF NEVADA

AND

(COMPANY/VENDOR NAME)

FOR

ELECTRONIC RECORDING SYSTEM

AGREEMENT NUMBER SP-2016-0041

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- EXHIBIT B Pricing and Billing Schedule
- EXHIBIT C1 Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT D Assignment and Transfer of Rights
- 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, to provide a computer-based electronic recording system for two criminal courtrooms in the Nevada City Courthouse, 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.

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

WHEREAS, Contractor was selected through a process of competitive bidding for the provision of the described services (See RFQ SP-2016-0035).

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 (Assignment and Transfer of Rights), 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 | Assignment and Transfer of Rights |
| (6) | EXHIBIT E | Contractor's Proposal |

4.0 PERIOD OF PERFORMANCE

- 4.1 The initial period of performance shall commence upon the date this Agreement is executed by both parties' authorized officer ("Effective Date"), and shall continue until the installation of the System is completed and approved by the Court in writing (Implementation Term").
- 4.2 Once the Implementation Term has been completed, Contractor shall provide support services on the System for three (3) years thereafter ("Initial Term").
- 4.3 This Agreement may be extended for up to two (2) additional and successive one-year renewals ("Extension Term"), by mutual consent of the parties, upon execution of an Amendment.
- 4.4 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.
- 4.5 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 PRIOR WORK

Prior work, performed by Contractor pursuant to the Court's authorization, but before execution of the Agreement, will be considered as having been performed subject to the provisions of the Agreement.

6.0 WORK

- 6.1 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.
- 6.2 The Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work.

- 6.3 Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance.
- 6.4 The Work will be provided free and clear of all liens, claims, and encumbrances.
- 6.5 All equipment purchased by the Court from Contractor will be new.
- 6.6 All Work will be free from defects in materials and workmanship, and will be in accordance with Exhibit A (Statement of Work), applicable laws, and all other requirements of this Agreement. The foregoing representation and warranty in this subsection shall commence upon the Court's acceptance of the applicable Work, and shall continue for any applicable warranty period following such acceptance. In the event any Work does not conform to the foregoing provisions of this subsection, Contractor shall promptly correct all nonconformities.
- 6.7 Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 6.8 Third Party or Court Services

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

7.0 CHANGES IN WORK; STOP WORK

- 7.1 Changes in Work
 - 7.1.1 The Court reserves the right to require Contractor to make changes in the work, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.
 - 7.1.2 For any change proposed by the Court or Contractor, Contractor will submit in writing:
 - 7.1.2.1 A description of the proposed change and the reasons for the change;

- 7.1.2.2 A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - 7.1.2.3 A statement of the expected impact on schedule.
- 7.2 If the Court and Contractor agree on a change, the Court will issue an Amendment documenting the change, for the parties' execution.
- 7.3 If the parties cannot agree to the terms of a change, Contractor will proceed diligently with work unless otherwise directed by the Court, and any continuing disagreement will follow the process set forth Section 45.0 (Dispute Resolution). Contractor should not proceed with any change prior to receiving a written directive or Amendment from the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.
- 7.4 Stop Work
 - 7.4.1 The Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the work, for up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
 - 7.4.2 Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order, re-negotiate terms to address the cause of the Stop Work Order or terminate the Work, as provided in Section 41.0 (Termination Clauses).
 - 7.4.3 If a Stop Work Order is cancelled by the Court, or the period of the Stop Work Order or any extension thereof expires, Contractor will promptly resume work covered by such Stop Work Order. The Court may make an equitable adjustment in the delivery schedule, the contract amount, work, or all, if (a) the Stop Work Order directly and proximately results in an increase in the time required for the performance of any part of Exhibit A (Statement of Work); and (b) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.
 - 7.4.4 If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.
 - 7.4.5 The Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

8.0 ACCEPTANCE AND REJECTION

8.1 Acceptance

8.1.1 Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court within a reasonable time after delivery to the Court. Until the work is completed and accepted by the Court, the risk of loss or damage to the work shall remain with Contractor. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered hereunder may be rejected by the Court and returned or held at Contractor's expense and risk. No damages or extras will be allowed for unforeseen difficulties or obstructions. Payment shall not constitute an acceptance of the goods, services, or work nor impair the Court's right to inspect or any of its remedies. Contractor shall immediately refund any payment made in error.

8.2 Rejection

8.2.1 The Court may reject any goods, services, or deliverables that: (i) fail to meet applicable requirements or acceptance criteria; (ii) are not as warranted; or (iii) are performed or delivered late. The Court's Project Director may apply any acceptance criteria set forth in the Agreement (including timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the work.

8.2.2 If the work is not acceptable, the Court's Project Director shall detail Contractor's failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Court's notification of non-acceptance to correct the failure(s) to conform to the acceptance criteria.

8.2.3 If the Court rejects any goods, services, or other deliverables after payment to Contractor, the Court may exercise all contractual and other legal remedies, including: (i) setting off the overpayment against future invoices payable by the Court; (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to the Agreement or otherwise; and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

9.0 PUBLIC AGENCY CLAUSE

This Agreement is a result of an open, competitive procurement, specifically SP-2016-0035 ("RFQ"), conducted in **Month, 201X**. The RFQ 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 such goods and services as stated herein, 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.

10.0 INTELLECTUAL PROPERTY

10.1 Non-Infringement

Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any intellectual property right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Court's benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.

10.2 Contractor/Third Party Materials

Contractor shall set forth in an exhibit to each Statement of Work all Contractor materials and Third Party materials that Contractor intends to use in connection with that Statement of Work. The Court shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

10.3 Rights in Developed Materials

Notwithstanding any provision to the contrary, upon their creation the developed materials (and all Intellectual property rights therein) will be the sole and exclusive property of the Court. Contractor hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the developed materials, including all intellectual property rights therein. Contractor further agrees to execute, and shall cause Contractor's Project Director and/or subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court's or its designee's ownership of any developed materials and to obtain and enforce intellectual property rights in or relating to developed

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

10.4 Retention of Rights

The Court retains all rights, title and interest (including all intellectual property rights) in and to any Court materials owned, licensed, made, conceived, or reduced to practice by the Court or a Court contractor, any materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and intellectual property rights in any of the foregoing. Subject to rights granted herein, Contractor retains all rights, title and interest (including all intellectual property rights) in and to any Contractor materials owned or developed prior to the provision of Work, or developed by Contractor independently from the provision of the Work and without the use of Court Materials or confidential information.

10.5 Third Party Rights

Contractor hereby assigns to the Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all third party materials incorporated into the work. If such licenses and rights cannot be validly assigned to or passed through to the Court by Contractor without a third party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court against all claims arising from Contractor's failure to obtain such consent.

11.0 MALICIOUS CODE

11.1 No Work will contain any Malicious Code. Contractor shall immediately provide to the Court written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Court's IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the Court discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Court, to effect the prompt removal of the Malicious Code from the Work and the Court's IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

11.2 "Malicious Code" means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Court's hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

- 11.3 “IT Infrastructure” means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

12.0 FOUR-DIGIT DATE COMPLIANCE

Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. “Four-Digit Date Compliant” deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

13.0 COMPENSATION

13.1 Contract Sum

- 13.1.1 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 Manager 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 22.2.2 and/or Section 23.0 of this Agreement.
- 13.1.2 The total Contract Sum for the Implementation Term and the Initial Term of the Agreement, as set forth in Section 4.0 (Period of Performance) shall not exceed **\$ Contract Value** and shall be paid in accordance with Exhibit B (Pricing and Billing Schedule).
- 13.1.2.1 The total sum for the Implementation Term, as set forth in Subsection 4.1, shall not exceed **\$ Amount**.
- 13.1.2.2 The annual contract sum for the Performance Term, as set forth in Subsection 4.2, shall not exceed **\$ Amount**.
- 13.1.3 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.
- 13.1.4 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.
- 13.1.5 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.

13.2 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.

13.3 Expenses

13.3.1 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.

13.3.2 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.

13.4 Taxes

Contractor shall collect and remit any sales and use taxes as and to the extent required under the Revenue and Taxation Code.

13.5 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.

14.0 CONTRACT ADMINISTRATION

14.1 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.

14.2 Contractor's Representatives

14.2.1 Contractor's Project Director

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

Contractor Project Director

Address

City, State XXXXX

Phone

Email

- 14.2.1.2 Contractor shall notify the Court in writing of any change in the name or address of Contractor's Project Director.
 - 14.2.1.3 Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.
 - 14.2.1.4 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.
 - 14.2.1.5 Contractor's Project Director shall provide direction to the Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.
 - 14.2.1.6 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.
 - 14.2.1.7 Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.
- 14.2.2 Contractor's Project Manager
- 14.2.2.1 Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.
 - 14.2.2.2 Contractor's Project Manager shall be the following person, or designee who shall be a full time employee of Contractor:

Contractor Project Manager

Address

City, State XXXXX

Phone

Email

- 14.2.2.3 Contractor's Project Manager 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. Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.

- 14.2.2.4 Contractor's Project Manager 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.
- 14.2.2.5 Contractor's Project Manager 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.
- 14.2.2.6 Contractor's Project Manager shall provide the Court with monthly accounting reports as required under this Agreement.
- 14.2.2.7 Contractor's Project Manager 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.

14.3 Court's Representatives

14.3.1 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.

14.3.2 Court's Project Director

- 14.3.2.1 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

- 14.3.2.2 The Court shall notify Contractor in writing of any change in the name or address of the Court's Project Director.
- 14.3.2.3 The Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

- 14.3.2.4 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.
- 14.3.2.5 The Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.
- 14.3.2.6 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.
- 14.3.2.7 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.
- 14.3.2.8 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.
- 14.3.2.9 The Court's Project Director shall plan and coordinate Contractor's efforts with the Court.
- 14.3.2.10 The Court's Project Director shall monitor and evaluate Contractor's performance.
- 14.3.2.11 The Court's Project Director shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.
- 14.3.2.12 The Court's Project Director shall be responsible for preparing amendments, extensions and addendums to this Agreement.

15.0 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, except in response to a publicly solicited job listing.

16.0 COURT APPROVAL OF CONTRACTOR'S STAFF

16.1 Contractor's Staff

- 16.1.1 The Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's Representatives, as set forth in Section 14.0, during the performance of the work hereunder and prior to any

proposed changes in Contractor's Representatives. Contractor shall provide the Court's Project Director with résumés of all proposed changes to Contractor's Representatives 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 and First, Last Name** as the current Contractor's Project Director and Project Manager respectively.

16.1.2 Contractor shall cooperate with the Court if the Court reasonably requests the removal of a member of Contractor staff from performing work hereunder, where such individual's performance is deemed unsatisfactory by the Court or such individual fails to comply with any provision set forth in this Agreement or any established rule or regulation.

16.2 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.

17.0 SECURITY COMPLIANCE

17.1 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.

17.2 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.

17.3 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.

18.0 WORK SITE

With respect to work delivered and/or performed on the Court's premises, Contractor has the responsibility to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (1) the availability, location, and extent of construction and storage areas and other facilities or structures above and below ground, but not limited to gas, water, sewer, electrical, and communication utilities; (2) necessary safety precautions and safeguards; (3) work to be performed by Contractor or others; (4) rules, regulations, and requirements to be observed by Contractor in the conduct of the work. Lack of knowledge of existing conditions will not be accepted as an excuse for failure to perform the specified work, nor shall such excuse be accepted as a basis for claims or additional compensation. Contractor shall conform to any specific safety requirements as required by law or regulation. Contractor shall take any additional precautions as the Court may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of the Agreement.

19.0 RULES AND REGULATIONS

While Contractor's employees or agents are at the facilities of the Court, County of Nevada City, 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.

20.0 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.

21.0 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.

22.0 INVOICES AND PAYMENTS

22.1 Submitting Invoices

- 22.1.1 Contractor shall invoice the Court at the rates set forth in Exhibit B (Pricing and Billing Schedule).
- 22.1.2 Contractor shall bill the Court within the first twenty-five (25) calendar days of the month for goods and services provided the preceding month.
- 22.1.3 All invoices shall be subject to the Court's written approval. Contractor shall prepare invoices, in the detail specified in Subsection 22.3 using mutually agreeable formats, for charges owed to Contractor by the Court as provided in Exhibit B (Pricing and Billing Schedule).
- 22.1.4 Contractor shall submit all invoices for approval to the Court's Project Director.
- 22.1.5 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 Department.

22.2 Payment Conditions

- 22.2.1 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.
- 22.2.2 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.
 - 22.2.2.1 The aggregate of all amounts withheld pursuant to Subsection 22.2.2 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.
- 22.2.3 The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 10.0 of the Agreement.

22.3 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.

22.4 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.

23.0 FAILURE TO PROVIDE CONTRACT SERVICES

- 23.1 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.

- 23.2 The aggregate of all amounts withheld pursuant to Subsection 23.1 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.

24.0 NOTICES

- 24.1 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.

25.0 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 41.2.

26.0 INDEPENDENT CONTRACTOR STATUS

26.1 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.

26.2 Exclusive Control of Means and Method of Performance

26.2.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

26.2.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

26.2.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) the Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

26.2.4 Contractor will indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any Contractor or Subcontractor personnel.

26.2.5 Contractor will determine the method, details, and means of performing or supplying the work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety, subject to court security policies.

27.0 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. The Court acknowledges and agrees that Contractor is the authorized reseller of software owned by (XXX) and, as such, software maintenance and support may be provided by (XXX). The Court approves the provision of software maintenance by (XXX) and agrees that this section is not applicable to the relationship between (XXX) and Contractor.

28.0 BINDING ON SUCCESSORS

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

29.0 INSURANCE

29.1 General Requirements

29.1.1 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.

29.1.2 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.

29.1.3 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**

29.1.4 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.

29.1.5 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.

- 29.1.6 If required insurance lapses during the term of this Agreement, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 29.1.7 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.
- 29.1.8 Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 29.0, 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.
- 29.1.9 All insurance policies required under this Section 29.0 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.
- 29.1.10 The cost of all insurance required by this Section 29.0 is the sole responsibility of the Contractor, and is a component part of the Contractor's agreed compensation.
- 29.1.11 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.
- 29.1.12 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.
- 29.1.13 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.

29.1.14 Contractor shall require insurance from Subcontractors and their Sub-subcontractors with substantially the same terms and conditions as required of the Contractor under "Basic Coverage" 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.

29.1.15 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.

29.2 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:

29.2.1 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.

29.2.2 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.

29.2.3 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.

29.2.4 Professional Liability

The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

29.3 Umbrella Policies

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

30.0 WARRANTIES

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 Contractor warrants that it shall deliver all required reports and invoices as defined and set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 30.5 In the event Contractor fails timely to perform its warranty obligations set forth in this Section 30.0, 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.
- 30.6 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 45.0 (Dispute Resolution).

30.7 The rights and remedies provided in this Section 30.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

31.0 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.

32.0 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.

33.0 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.

34.0 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.

35.0 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.

36.0 LIMITATION OF LIABILITY

The Court will not be liable to Contractor, its officers, employees, subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to the Agreement, regardless whether the Court was advised of the possibility of such loss or damage. In no event will the Court's liability for direct damages arising from or related to the Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by the Court under the Agreement. Neither the Court nor court personnel will be personally responsible for liabilities arising under the Agreement.

37.0 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.

38.0 CONFIDENTIALITY

- 38.1 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.
- 38.2 "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.

- 38.3 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.

39.0 DATA AND SECURITY

- 39.1 Safety and Security Procedures

Contractor shall maintain and enforce, at the Contractor's work locations, industry-standard safety and physical security policies and procedures. While at court facilities, Contractor shall comply with the safety and security policies and procedures in effect at such court facilities.

- 39.2 Data Security

39.2.1 Contractor shall comply with the Data Safeguards. Contractor personnel and subcontractors shall not attempt to access, and shall not allow access to the Court's data and other Confidential Information that is not required for providing the Work by such personnel or subcontractors. In the event Contractor or a subcontractor discovers or is notified of a breach or potential breach of security relating to the Court's data or other Confidential Information, Contractor shall promptly, at its own expense: (i) notify the Court Project Manager of such breach or potential breach; and (ii) if the applicable Court data or other Confidential Information was in the possession of Contractor or subcontractors at the time of such breach or potential breach, Contractor shall (1) investigate and cure the breach or potential breach and (2)

take measures satisfactory to the Court to prevent such breach or potential breach from recurring.

- 39.2.2 “Data Safeguards” means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court’s data or Confidential Information, and such other related safeguards that are set forth in applicable laws, a statement of work, or pursuant to the Court’s policies or procedures.

40.0 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.

41.0 TERMINATION CLAUSES

41.1 Termination for Convenience

- 41.1.1 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.
- 41.1.2 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.
- 41.1.3 Contractor shall not recover overhead or profit on the uncompleted portions of the services or goods.

41.2 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.

41.3 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.

42.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION

42.1 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.

42.2 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:

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

42.2.2 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).

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

42.3 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.

43.0 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.

44.0 FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

45.0 DISPUTE RESOLUTION

45.1 The Court and Contractor will attempt, in good faith, to resolve any disputes arising from this Agreement informally. Such protest or objection must be submitted in writing within ten (10) calendar days of the earliest incident of dispute. 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.

45.2 Escalation

45.2.1 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 (15) days of the effective date of the Notice.

45.2.2 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.

- 45.2.3 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.
- 45.2.4 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.
- 45.2.5 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.

46.0 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.

46.1 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:

- 46.1.1 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,
- 46.1.2 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.

46.2 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.

46.3 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 46.0 within a given Court fiscal year, then the

Court may terminate the Agreement pursuant to Subsection 41.2 (Termination for Cause), as to that Contractor.

47.0 ACCOUNTING

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

48.0 CALIFORNIA BUREAU OF STATE AUDITS PROVISION

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

49.0 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.

50.0 MATERIAL DATA SHEETS

If some or all of the goods provided by Contractor under the Agreement are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.

51.0 PUBLICITY

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

52.0 PUBLIC ACCESS TO RECORDS AND INFORMATION

Rule 10.500 of the California Rules of Court sets forth comprehensive access provisions applicable to administrative records (which includes, among other things, agreements and amendments) maintained by a trial court. The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. An agreement or amendment may be considered a public record and be made available to anyone who requests a copy.

53.0 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.

54.0 COMPLIANCE WITH THE LAW

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

55.0 TAX DELINQUENCY

55.1 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.

55.2 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.

55.3 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).

56.0 PREVAILING WAGES

Contractor shall comply with all requirements of the Davis-Bacon Act and all Related Acts (40 USC 276(a); 29 CFR 1, 3, 5, 6 & 7), and all related state, county, city, and local acts, rules, and regulations regarding prevailing wage requirements (e.g., Labor Code §§ 1720-1861; California Code of Regulations, Title 8, §§ 16000-16403). These citations are provided as reference only and not to be interpreted as all-inclusive. Contractor is responsible for complying with all applicable federal, state, and local prevailing wage requirements whether referenced or not.

57.0 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.

58.0 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.

59.0 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.

60.0 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.

61.0 DRUG-FREE WORKPLACE

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

62.0 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.

63.0 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.

64.0 LOSS LEADER

Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

65.0 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.

66.0 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.

67.0 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.

68.0 CONFLICT MINERALS

Contractor 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.

69.0 ELECTRONIC WASTE RECYCLING ACT

If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code section 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

70.0 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.

71.0 SMALL BUSINESS ENTERPRISE (IF APPLICABLE)

Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

72.0 SEVERABILITY

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

73.0 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.

74.0 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.

75.0 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.

76.0 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.

77.0 AMENDMENT

Except as otherwise specified in this Agreement, no renewal, modification or amendment 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.

78.0 EXPANSION OF CONTRACT

78.1 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 77.0 (Amendment).

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

79.0 HEADINGS

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

80.0 COUNTERPARTS

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

81.0 SIGNATURES

81.1 The signatures required for execution of the Agreement may be made by manual signature, or by digital signature that conforms to Government Code section 16.5 and all California regulations promulgated thereunder (including California Code of Regulations, title 2, division 7, chapter 10), or by any other commercially acceptable signature method.

81.2 The parties give the same validity, force, and effect to a scanned, faxed, photocopied, or other accurately reproduced signature as to an original signature.

(AUTHORIZATION PAGE TO FOLLOW)

82.0 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-2016-0041

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-2016-0041

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-2016-0041		

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

BIDDER NAME:

PAGE 3 OF 3

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-2016-0041

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 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.

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)*

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

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

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

* 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)*

PRINTED NAME OF DV OWNER	TAX ID NUMBER OF DV OWNER
ADDRESS OF DV OWNER	TELEPHONE
SIGNATURE OF DV OWNER*	DATE SIGNED

PRINTED NAME OF DV OWNER	TAX ID NUMBER OF DV OWNER
ADDRESS OF DV OWNER	TELEPHONE
SIGNATURE OF DV OWNER*	DATE SIGNED

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

PRINTED NAME OF DV MANAGER	DATE SIGNED
SIGNATURE OF DV MANAGER*	

PRINTED NAME OF DV MANAGER	DATE SIGNED
SIGNATURE OF DV MANAGER*	

* 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.

PAGE 1 OF 2

BIDDER NAME:

SOLICITATION NUMBER:

SMALL BUSINESS DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A SMALL BUSINESS

If Bidder is not a Small Business, skip this section.

1. DGS Supplier ID number: _____

2. Small Business 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. Bidder must submit a copy of its Small Business certification approval letter along with this declaration.

PAGE 2 OF 2

BIDDER NAME:

SOLICITATION NUMBER:

SMALL BUSINESS DECLARATION

SECTION II. COMPLETE IF BIDDER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Bidder is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from: _____
3. Bidder must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

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

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

<i>COMPANY NAME</i>	<i>FEDERAL TAX ID NUMBER</i>
<i>ADDRESS</i>	<i>TELEPHONE</i>
<i>BY (AUTHORIZED SIGNATURE)*</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.

General Instructions

In this form, (i) "DGS" refers to the Department of General Services, (ii) "Small Business" refers to an entity certified by DGS as a small business or a microbusiness, (iii) "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 (iv) "bid" refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

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

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

Instructions for Section I

Skip this section if Bidder is not itself a Small Business.

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. Pursuant to Government Code section 14837, a business is deemed to perform a "commercially useful function" if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.

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

Instructions for Section II

Skip this section if Bidder is not an NVSA.

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. Each entity certified as an NVSA by DGS will have received a certification approval letter. Bidder must submit a copy of its certification approval letter.

Instructions for Section III

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-2016-0041 - Electronic Recording System for Nevada Superior Court

Overall Bid Questions

There are no questions associated with this bid.