

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN MATEO**

**REQUEST FOR PROPOSAL**

**FILE FOLDERS PRINTING**



**REQUEST FOR PROPOSAL NUMBER 2014-01**

**WRITTEN PROPOSALS DUE BY**

**Friday, August 16, 2013 - 3:30 PM**

**Superior Court of California, County of San Mateo**

400 County Center, 4th Floor

Redwood City, CA 94063

Attention: Timothy Gee, Contracts Administrator

Finance Division

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## INTRODUCTION

The Superior Court of California, County of San Mateo, hereinafter “Court,” is soliciting a proposal from a highly qualified company who can provide high quality printing, storage and delivery of custom case-specific file folders according to the specifications as stated herein.

The following is a description of the scope of services to be provided, the prospective service provider (hereinafter “Vendor”) selection process and a sample of the contract to be used for this procurement. Vendor’s submission of a Proposal for this service will be considered Vendor’s agreement to comply with the specifications in this RFP and the terms and conditions as stated herein in the proposed contract that is included in this Request for Proposal.

### 1.0 GENERAL INFORMATION

#### 1.1 Issuing Body

The Superior Court of California, County of San Mateo (“Court”) is issuing this Request for Proposal (“RFP”) to solicit competitive proposals from entities that can provide printing, storing and delivery of custom case-specific file folders as described herein.

#### 1.2 Program Background

The Court requires the printing of custom case-specific file folders that are sequentially numbered for storage of court records. Each specific case type has its own unique layout and numbering sequence and format. The Court also uses non-numbered file folders that are also custom printed. The Court intends to award a contract to a vendor who will fulfill the Court’s file folder printing needs on an as needed basis over the term of this contract.

#### 1.3 Program Goals and Objectives

- A. The Court’s goal is to select a service provider who will be able to provide the most cost effective and highest quality of service and product to meet the Court’s printing needs.
- B. The service provider must be able to provide high quality printing of the custom file folders, store a supply of the folders and be able to deliver them to the Court in a timely manner when requested.
- C. The quality and durability of the file folders provided must meet the Court’s rigorous needs and archival requirements.
- D. The Court reserves the right to reject any or all Proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

#### 1.4 This is an all or nothing award.

#### 1.5 Description of Products and Services to be Provided

##### A. General Description

Vendor will provide a quality durable file folder and custom printing that meets the specifications as stated in Attachment E. All print orders will be processed and printed in a timely manner that is acceptable in the industry and acceptable to the Court. All products will be shipped undamaged and to the locations as determined by the Court.

##### B. General Terms

###### (1) Term / Renewal

- a) The term of the contract will be for three (3) years.

- b) The Court may elect to extend the contract for two (2) additional one-year periods with all terms and conditions remaining the same. The Vendor shall have the right to accept or reject any proposed contract extension at the time the Court elects to extend the contract.
- (2) **Termination**  
The Court may terminate the contract under the terms as set forth in the general terms and conditions in Sections 5 and Attachment B included below.
- (3) **Quantities**  
The Court does not guarantee the purchase/order of a minimum or maximum quantity. The estimated folder usage stated in Attachment E is for bidding purposes and only indicates an estimate of the Court's annual usage of folders. Those numbers do not in any manner guarantee that that will be the number of folders ordered annually under this contract.

## **2.0 STATEMENT OF SERVICES**

Service Provider will provide services to assist the Court, in printing, storing and delivering custom file folders as describe in this Section.

### **2.1 Technical Specifications for Printing of Custom File Folders**

- A. **General Requirements** All specifications for the file folders are contained in the case type description/specifications set forth in Attachment E. Court will provide camera-ready artwork for the folders. Such artwork will be returned to the Court and is the property of the Court.
- B. **Proofs** The Court will require that the submitting vendor supply the Court with one set of proofs for all case and other types, before production begins (pre-production proof). The Court will review, make any necessary changes, and have final authority over all case type folders. Orders processed without prior approval may be rejected and will become the Vendor's responsibility.

Images of the Court's current file folders are posted on the Court's website in the RFP Announcement section for your convenience. A sample of an actual file folder is available at the Vendor's request. A request for a sample of an actual current file folder shall be made to the Court's Submittal Contact as indicated in section 4.1.

- C. **Over-runs** – Court will accept quantity of plus 0% or minus 10% with no overages allowed.

### **2.2 Ordering Process**

Written Orders on a Purchase Order will be submitted on an as-needed basis and may include orders in all or some of the categories indicated in Attachment E. The specifications for the custom printing and file folder product used will be the same for all orders according to the specifications provided herein but will indicate the number of folders to print and the numbering sequence to be used.

### **2.3 Inventory/Warehousing Requirements**

The Court has an ongoing requirement for the products indicated in this RFP. In the interest of obtaining the best pricing for printing of file folders by placing larger print orders than can be stored at the Court's facilities, the Court requires the Vendor to be able to store a portion of a pre-printed file folders order at the Vendor's facility until such time as the Court is in need of the balance or a portion of the order. Vendor shall state in this RFP their procedure to accommodate this arrangement (i.e., the delivery of each order) and the cost, if any, to accommodate the Court with this arrangement.

## 2.4 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

## 2.5 Delivery Requirements and Shipping Costs

### A. General Terms

Time is of the essence regarding production and delivery time under this Agreement. Delivery of the folders shall not be damaged en route and any damaged shipments will be returned to Vendor according to the terms below.

### B. Requirements

Delivery shall be made as required on an individual purchase order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid to the point of delivery. Vendors should assume that all deliveries will be inside deliveries as designated by a representative of the Court placing the order at one of the court locations listed below. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order.

### C. Damaged Folders in transit

The Vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered and accepted by the Court at the place of delivery as indicated on the Purchase Order.

### D. Damage Caused During Delivery

Any damage to the building interior, scratched walls, damage to the elevator, etc., will be the responsibility of the vendor or their agent. If damage does occur, it is the responsibility of the vendor or their agent to immediately notify the Court. The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order and accepted by a representative of the Court.

### E. Shipment Time

In the response please indicate delivery time from receipt of a print order to time of delivery to the point of destination at one of the court locations as indicated in the order. Response time or delivery of shipments shall be within the estimated production and delivery time as stated herein (e.g. 95% of all deliveries will be within a certain time frame). If Vendor is unable to meet a timely production and delivery schedule they are required to notify the Court's project manager.

### F. Shipping

Shipping and delivery costs are to be itemized separately or estimated with a not to exceed guarantee or included in the price. If the bid price does not include shipping, note that generally products are taxable and freight is not taxed. This may require the court to have the vendor itemize freight as a separate line item so that the appropriate tax can be calculated and invoicing and payment problems

can be avoided. Freight can be a significant part of the overall cost that should be part of the evaluation.

G. Packaging and Labeling

All products must be delivered in the manufacturer's standard package that is of durable construction. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be clearly marked with the Court and address, quantity, folder type (case type), folder numbering range, sequence number of box in shipment (e.g. 1 of 20, 2 of 20) and the Court's Contract number.

**2.6 Defective Printed File Folders**

Any printed file folders that are not printed according to specifications or to the terms of the order or if the file folder product is found defective, they will be returned to the Vendor at Vendor's expense and replaced free of charge. Vendor shall arrange to have defective product(s) picked up at the Court's location. Replacement of the defective folders shall be treated as a high priority print job. A timeframe for replacement shall be provided to the Court's project manager or his/her designee at the time contractor is notified of the defect. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. Defective file folders shall be replaced or monies refunded within ten (10) working days after the vendor is notified.

**2.7 Inventory**

The Court has an ongoing requirement for the products indicated in this RFB. The vendor awarded a contract shall maintain access to a reasonable stock of such products on hand for the term of the contract and print the folders on a timely basis. Failure to maintain access to a reasonable stock and provide timely printing may result in termination for default of the vendor's contract.

**2.8 Invoicing**

- A. Contractor shall submit invoices after completion of each print order. After receipt of the invoice, Court will inspect the work performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.
- B. An invoice shall contain a detail of services and materials provided and any pre-approved additional cost items (if applicable), the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Ms. Susan Maxwell, Senior Court Services Manager  
Superior Court of California, County of San Mateo  
Court Records Division  
400 County Center, 1st floor  
Redwood City, CA 94063

**3.0 GENERAL RFP REQUIREMENTS**

Responsive bids should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired in responsive proposals. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

**3.1 Proposal Format and Content**

In addition to the format and content requirements as stated in Section 5.0, Vendor is required to include in their proposal the additional information that is required in this section as stated below.

### 3.2 Company and Subcontractor Information

A. Executive Summary (as described in Section 5.2)

B. Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing experienced in the file folder printing industry. The vendor's bid must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the subcontractor must be submitted separately. The information to be provided is as follows:

- 1) Complete name and address.
- 2) Federal tax identification number.
- 3) If incorporated, name the state in which incorporated.
- 4) A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- 5) Principal type of business.
- 6) Total number of years in business.
- 7) Number of years providing products and services similar in size and scope to those requested in this RFP.
- 8) Proof of Vendor's financial solvency or stability (e.g., balance sheets and income statements). If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be kept separate from the Proposal.
- 9) Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- 10) Annual contract value of the vendor's three (3) largest contracts for similar products and services for the past three (3) years.
- 11) Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFB (e.g. Account Manager, Customer Service personnel, etc.).
- 12) If subcontractors are proposed for this RFB, describe the vendor's contract management process for subcontractors included in the vendor's bid and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

C. Subcontractors

If subcontractors are proposed for this RFB, provide the following information for each Subcontractor:

- 1) Subcontractor name and address.
- 2) Federal identification and/or social security number.
- 3) If incorporated, state in which incorporated.
- 4) A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- 5) Principal type of business.
- 6) Total number of years in business.
- 7) Number of years providing services similar in size and scope to those requested in this RFB.

- 8) Proof of Vendor's financial solvency or stability (e.g., balance sheets and income statements). These financial statements must be contained in a separate volume and marked confidential. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be kept separate from the Proposal.
- 9) Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- 10) Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFB (e.g. Account Manager, Customer Service personnel, etc.).

D. Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each Court location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

E. Experience and Qualifications

1) Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFB for customers similar to or with relevance in the size, complexity and scope of this RFB. Vendor shall:

- a) Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFB and in the manner required pursuant to this RFB.
- b) Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months (See List of References, Attachment D). The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the bid and to use the information gained from them in the evaluation process.

2) Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFB. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

F. Technical Approach and Methodology

1) Ordering Process

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process. The vendor is required to maintain telephone numbers readily available for the Court for ordering, inquiries, and customer service.

If applicable, describe how back-ordered or out-of-stock products are handled during the ordering process.



- 2) **Customer Service**  
Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:
  - a) Customer service organization
  - b) Contact process (phone, email, fax, etc.)
  - c) Follow up process
  - d) Internal procedures to track customer service contact and resolution
  - e) Escalation process to resolve outstanding customer service issues
  
- 3) **Print Order Storage**
  - a) The Court will require storage of printed file folders at the proposer's site after an order has been placed prior to shipping to the court location due to a shortage of storage space at our court locations.
  - b) Describe if Vendor will be able to accommodate the Court with this requirement
  - c) What if any will be the cost to store the supply
  - d) Method of managing the inventory stored at proposer's site
  
- 4) **Delivery**
  - a) Initial Order delivery. Indicate production time and delivery of the initial order following the award of the contract. Provide a timeline for developing proofs and the time from the Court's approval of the proofs to actual delivery to the point of destination of the first order of file folders.
  - b) Indicate delivery time from receipt of a print order to time of delivery to the point of destination at one of the court locations as indicated in the order. Response time or delivery of shipments shall be within the estimated production and delivery time as stated herein (e.g. 95% of all deliveries will be within a certain time frame).
  
- 5) **Reports**  
Vendor shall describe quarterly reports that may be made available to the Court if necessary. Include the type of report, the information provided in the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports.
  
- 6) **Invoicing**  
Vendor shall describe its invoicing process, including but not limited to the following:
  - a) Description of vendor's billing system
  - b) Availability of consolidated billing and process for consolidated billing
  - c) Frequency of billing (weekly, monthly, etc.)
  - d) Examples of invoices currently in use
  - e) Billing terms

## 4.0 PROCUREMENT AND EVALUATION PROCESS

### 4.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<b>No.</b>	<b>EVENTS</b>	<b>Key Dates</b>
1.	Request for Proposal is issued	July 26, 2013
2.	Deadline for Vendor Requests for Clarifications, questions or RFP modifications	August 6, 2013, Noon
3.	Answers to questions or requests for clarification will be posted on the Court's website	August 7, 2013, 4:00 p.m. (PST)
4.	Proposal Due Date and Time	August 16, 2013, 3:30 p.m. (PST)
5.	Notice of Intent to Award (estimated) Notice of Intent letters will be sent to the Vendors by e-mail.	August 28, 2013

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be available on the Court's website at [www.sanmateocourt.org](http://www.sanmateocourt.org) referred to individually and collectively as "Court website"

**A. Contact List**

Submittal Contact: Timothy Gee (650) 599-1790

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo

Attn: Timothy Gee, Court Contracts Analyst

Finance Division

400 County Center, 4th Floor

Redwood City, CA 94063

[tgee@sanmateocourt.org](mailto:tgee@sanmateocourt.org)

Project Manager: Susan Maxwell, Senior Court Services Manager (650) 599-7421

Contracting Officer: Timothy Gee, Contracts Analyst

Court Executive Officer: John C. Fitton (same address)

**B. Contact with Court.**

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract except for the Court's Submittal Contact. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Vendor's response.

Any communication with the Court can be sent to: [rfp@sanmateocourt.org](mailto:rfp@sanmateocourt.org), **Subject Line: File Folder Printing RFP**

**C. Disposition of Material and Confidential or Proprietary Information**

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the Vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Vendor's proposal as it may be made available to the public.

Although the Public Records Act (PRA) does not apply to the Court, the Court is governed by California Rules of Court, Rule 10.500 and the California Judicial Branch Contracting laws (Public Contract Code §§ 19201, et seq.) regarding requests for court administrative documents. If a Vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole

opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the Judicial Branch Contracting laws or Rule 10.500, the material may be made available to the public, regardless of the notation or markings. If a Vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

**D. Proposal Preparation Costs.**

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

**4.2 Pre-Submittal Process**

**A. Notice of Intent**

In order to facilitate communication between the Court and potential proposers, Vendors are to notify the Court's Submittal Contact (see 4.1) of their intent to submit a proposal prior to the deadline date for questions and clarifications as stated in 4.1. This notification does not commit the Vendor to submitting a proposal but merely serves as a means to maintain communication with interested parties.

- B. Request for Clarification, Questions or RFP Modifications.** Any requests for clarification, questions or RFP modifications of the proposed general terms, the project specifications, or General Conditions of the proposed contract ([Attachment "B"](#)) must be submitted by U.S. Mail or by e-mail to the Submittal contact listed in Section 4.1 no later than the date specified in the schedule. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Court's Contracts Analyst will post a copy of the questions and the Court's responses on the Court's website (see schedule in 4.1). All questions and responses will be shared with all Vendors by way of the website posting.

**C. Ambiguity, Discrepancies, or Omissions.**

If a Vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Vendor shall immediately provide the Submittal Contact listed in [Section 4.1 A](#), written notice of the problem and request that the solicitation document be clarified or modified (see requirements in section E below). Any such notice must be submitted by the due date for clarifications as stated in the schedule in Section 4.1 above. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to Vendors and/or by posting the addendum on the Court website.

**D. Solicitation Protest**

If a bidder is alleging that the RFP document contains technical, administrative, or cost specification or requirement defects then the Vendor shall file a protest alleging the defect to the Submittal Contact listed in 4.1A. The specification or requirement may be defective because it is:

- Onerous, unfair, or illegal; or
- Imposes unnecessary constraints in proposing less costly or alternate solutions.

Failure to comply with the protest processes set forth in this section may result in the Court's rejection of a solicitation specifications protest.

**E. Waiver**

If prior to the date fixed for submission of proposals a Vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the

Vendor shall propose at its own risk, and if the Vendor is awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

**F. Protest or Request for Clarification Content**

The solicitation protest or request for clarification process as set forth in Sections 4.3 A, B and C above shall contain the following information:

- Vendor information (name, address, telephone number, e-mail address & fax number);
- Title of the Solicitation Document including the RFP number;
- The specific alleged deficiency, ambiguity, discrepancy or omission in in the RFP's technical, administrative, or cost specifications or requirements;
- Detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- The specific ruling or relief requested.

**G. Review of Protest/Request**

1. Procedure

Questions, clarification or issues on omissions may be addressed by the Court's Submittal Contact. Protests shall be reviewed by the Protest Hearing Officer as specified in paragraph "4" below who may seek legal advice as needed. The burden of proof to show that the Solicitation document contains a defective technical, administrative, or cost specification or requirement lies with the Vendor.

2. Evaluation

When evaluating the solicitation specifications protest, the Protest Hearing Officer shall consider:

- The validity and defensibility of the alleged defective technical, administrative or cost specification or requirement;
- Whether the Vendor has raised a valid issue; and
- Whether competition would be advanced by revising the allegedly defective technical, administrative, or cost specification or requirement.

3. Determination

Response to the Request or Protest must be completed before the closing date for submitting bids. If additional time was needed to review the Protest or respond to the issues of clarification, then the Court has the option to either cancel the RFP or extend the deadline to allow Vendors time to revise their Bid based on the Court's determination of the Protest.

A written response to issues of clarification, omissions, or discrepancies will be posted on the solicitation web site and sent to the Vendor who raised the issue. A written response to a protest will be sent directly to the Vendor who submitted the protest. A response can be sent either by U.S. Mail or by e-mail at the Court's discretion.

4. Hearing Officers

The Protest Hearing Officer is the Court's Finance Director. The Appeals Hearing Officer is the Court's Executive Officer.

5. Appeal

The Protest Hearing Officer's written determination is the final action by the Court unless the Vendor submits an appeal to the Protest Appeals Officer within two business days of the issuance of the protest hearing officer's written determination.

**4.3 Minimum Qualifications**

To be considered for full evaluation and possible award, Vendors must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Vendor and any proposed subcontractors):

<b>No.</b>	<b>Minimum Qualifications</b>
1.	Vendor must be a company in good standing.
2.	The Court requires the Vendor to have experience in providing the printing services described in this RFP.
3.	Vendor must be able to provide the printing services in a timely manner.
4.	Vendor must have the primary and secondary resources to complete the Court’s print orders.
5.	Vendor must have the facilities capacity to store printed file folders in a safe environment where they would not be damaged while in storage.
6.	Vendor must have all necessary insurance coverage as stated in the sample proposed contract.
7.	Neither Vendor nor any of its proposed subcontractors are currently under investigation by or have been suspended or have their licenses or certifications revoked by any state or federal government agency and neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Addendum 1, Contractor Certification Form).
8.	Compliance with the Judicial Branch Contracting Laws (Public Contract Code sections 19201, et. Seq.) as stated in the “General Terms” of the proposed contract.

The Vendor must state specifically in its Executive Summary (see [Section 5.2](#)) how it will comply with each minimum qualification specified above and whether they will be able to execute the certification requirements as specified in the contract. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

**4.4 Submission of Proposals.**

**A. Proposal Delivery**

The following must be received no later than the Proposal Due Date and time specified in [Section 4.1](#) (the “Proposal Due Date and Time”) at the address listed in [Section 4.1 A](#), for the Submittal Contact:

1. One unbound original of the program proposal and of the cost proposal;
2. Three bound hard copies of both the program and the cost proposals;
3. One electronic copy of the program proposal in Microsoft Word or PDF format, and one electronic formatted copy of the cost proposal in Microsoft Excel format. These can be submitted by e-mail to the address provided in 4.1 B.
4. All proposals must be submitted in double envelopes that are sealed. The inner envelopes, not the outside addressed envelope, must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, Vendor’s name and whether it is the program proposal or the cost proposal.

5. Proposals received prior to the Proposal Due Date and Time that is marked properly will be securely kept unopened until the Proposal Due Date and Time. Late proposals will not be considered. All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.
6. The Vendor is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

**B. Amendment or Withdrawal of Proposals.**

A Vendor may amend its proposal prior to the Proposal Due Date and Time. All amendments must be in writing and received by the Court prior to the Proposal Due Date and Time.

A Vendor may withdraw its proposal at any time by notifying the Submittal Contact listed in [Section 4.1](#) in writing of its withdrawal. Amendments offered in any other manner than described above or after the Proposed Due Date will not be considered.

**C. Mistake in Proposal.**

If prior to a contract award, a Vendor discovers a mistake in their proposal that renders the Vendor unwilling to perform under any resulting contract, the Vendor must immediately notify the Submittal Contact listed in Section 4.2 in writing and request to withdraw the proposal.

**D. Error in Submitted Proposals.**

If an error is discovered in a Vendor's proposal, the Court may at its sole option retain the proposal and allow the Vendor to submit certain arithmetic corrections. The Court may, at its sole option, allow the Vendor to correct obvious clerical errors. If the Vendor's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the Vendor to correct an error based on that established intent.

**E. Authorized Signatures, Validity Period of Proposals.**

Proposals must include the Vendor's name, address, telephone and facsimile numbers, e-mail address, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the Vendor and include the name, title, address, and telephone number of the individual who is the Vendor's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in [Section 4.1](#) ("[Proposal Validity Date](#)"). In the event a final contract has not been awarded by the date specified in Section 4.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

**F. Knowledge of Requirements**

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

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide to Vendors on its website notices, post addenda and clarifications. It is the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

**G. Independence of Proposal and Joint Proposals**

Unless a Vendor is submitting a joint proposal, the Vendor represents and warrants that by submitting its proposal it did not conspire with any other Vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more Vendors participating jointly in one proposal may be submitted, but one Vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

**H. Covenant Against Gratuities**

Vendor warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Vendor or any agent, director, or representative of the Vendor, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. The Court will have the right to terminate any resulting contract in whole or in part for breach or violation of this warranty, The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

**4.5 Overview of Evaluation Process**

**A. Evaluation Committee**

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from Vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 4.3.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 4.6. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

**B. Reservation of Rights**

1. The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 4.3, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.
2. The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Vendor from full compliance with solicitation document specifications.
3. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.
4. Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the Vendor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Vendor so restricts its proposal, the Court may consider the Vendor's restriction and evaluate whether the award on such basis will result

in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the Vendor ineligible for further evaluation.

5. The Court reserves the right to negotiate with Vendors who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other Vendors or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with Vendors to gather additional information.
6. Proposals that contain false 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 solicitation document.
7. The Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

**C. Requests for Additional Information**

The Court reserves the right to seek clarification or additional information from any Vendor throughout the solicitation process. The Court may require a Vendor's representative to answer questions during the evaluation process with regard to the Vendor's proposal. Failure of a Vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

**4.6 Evaluation Criteria.**

- A. Selection of a provider and determination of the award will be made to the qualified provider whose proposal is determined to be of superior quality, responsive to the requirements of this RFP and competitively priced so as to provide superior economic value. Selection will result from the Court's overall judgment that a proposal meets or exceeds its requirements, as measured against the following criteria (not listed in order of importance):
  - 1) Confidence that the Vendor has the ability to best deliver high quality and appropriate services and accommodations consistent with the stated specifications.
  - 2) Superior responsiveness to specifications, quality of work plan, and demonstrated understanding of the purposes of this project. Specifications for documentation, performance, service or any other deliverables that are the minimum requirements for this RFP.
  - 3) Vendor's qualifications and ability to provide prompt and continuous quality services and products.
  - 4) Financial feasibility and cost effectiveness of the proposal.
  - 5) Capabilities of the Vendor in terms of qualifications and relevant past experience. Vendors shall indicate their past performance in providing similar types of program services.
  - 6) Qualifications and experience of key individuals proposed and guaranteed as available and committed to this project (including resumes). In the case of positions that will be filled by new-hires, the Vendor's stated and guarantee of the minimum qualifications and the guaranteed start date.
  - 7) Financial and organizational stability. Vendors shall include in their proposals sufficient financial documentation to establish their financial capability. The Court reserves the right to



request additional information to assure itself of a Vendor's financial status. If a Vendor is substantially or wholly owned by another entity, the proposal shall so state and shall include the most recent financial report of the parent organization. If you have a Master Agreement (Leveraged Purchase Agreement) with any other court or State agency in California, you may state that fact and refer to the Agreement title and number. This will suffice as evidence of your financial stability.

- 8) The Vendor's ability to meet a program start up by the first half of September 2013.
- 9) The reasonableness of the proposed work plan.

B. Rating Criteria Each proposal will be scored in the following manner, utilizing the criteria stated immediately above:

- |   |     |
|---|-----|
| 1) Overall responsiveness of proposal to RFP specifications and proven ability to provide this service and products | 15% |
| 2) Quality of file folder stock and sample printing   | 10% |
| 3) References (History of providing this service, service provided to other courts, reference comments).            | 10% |
| 4) Pricing  | 50% |
| 5) Ability to meet storage and delivery requirements  | 15% |

#### 4.7 Interviews and Negotiations

A. Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected Vendors will be notified in writing of the date, place, time and format of the interview or presentation. Vendors will be responsible for all costs related to the interview that may be conducted in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a Vendor's disqualification from further consideration.

B. Negotiations

If the Court desires to enter into negotiations, they will do so with one or more Vendors, at the Court's discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other Vendors or make no award under this RFP. The Court reserves the right to award a contract without negotiations.

- 4.8 **Payment.** Payment terms will be in accordance with the invoice provisions of Exhibit "B", paragraph 2 of the proposed contract. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**
- 4.9 **News Releases or Advertising.** A contractor or subcontractor may not issue any news releases pertaining to the award of a contract resulting from this solicitation without the prior written approval of the Court Executive Officer or designee.
- 4.10 **Award of Contract.** Upon award of the contract, the successful Vendor will be required to execute a Contract based on the Statement of Services in Section 2.0 and the General Conditions (as stated in the sample contract terms in Attachment B), provide a certificate of insurance in conformance with the requirements set forth in the General Conditions at time of signing of the Contract and other certificates as

stated herein. The period for execution of the Contract may be changed by mutual agreement of the parties. Contracts are not effective until signed by both parties.

#### 4.11 Procedures for a Protest to the Award

- A. Protests to the award of the contract to the bidder selected by the Court must be presented in writing and received by the individual listed in the Submission of Proposal section (4.1 A) of this RFP. In no event shall a protest be considered if the parties have executed the contract. The bidder who files the protest must comply with sections 4.12 A. through 4.12 E.
- B. A bidder submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
  - 1. The bidder has submitted a proposal that it believes to be responsive to the solicitation document.
  - 2. The bidder believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
  - 3. The bidder believes that the Court has incorrectly selected another Vendor submitting a proposal for an award.
- C. Such protests must be received no later than **five (5) business days** after the intent to award is posted.
- D. Form of Protest. A Vendor who is qualified to protest should submit the protest to the Submittal Contact (see section 4.1) of this RFP who will forward the matter to the appropriate Reviewing Officer.
  - 1. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
  - 2. The protest shall include the name, address, telephone and facsimile numbers, e-mail address of the party protesting or their representative.
  - 3. The title of the solicitation document under which the protest is submitted shall be included.
  - 4. A detailed description of the specific legal and factual grounds of protest and any supporting documentation must be included.
  - 5. The specific alleged error or irrational decision made by the Court.
  - 6. The specific ruling or relief requested must be stated.
- E. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

#### 4.12 Determination of Protest

##### A. Determination Schedule

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the Vendor within ten (10) business days after receipt of a complete submission of the award protest. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the Vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and

the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

B. Evaluation of Protest

When evaluating the protest, the Protesting Hearing Officer shall consider:

- Whether the Court committed an error in the award process;
- Whether an allegedly defective decision lacks a rational basis; and
- If the Court committed an error in the award process or made a decision that lacks a rational basis, the materiality of the error or decision.

C. Burden of Proof

The protesting Vendor bears the burden of proof to show that (i) the Court committed an error in the award process sufficiently material to justify invalidation of the proposed award, or (ii) the Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

D. Written Determination

The Protest Hearing Officer must respond to an award protest with a written determination before the contract is awarded. The Protest Hearing Officer shall issue the written determination within 10 business days of the complete submission of the award protest, or notify the Vendor that additional time will be required. The Court may extend the award date to allow for time to review the award protest. If the Protest Hearing Officer determines that the award protest has merit, the Protest Hearing Officer shall take appropriate remedial action. In determining the appropriate remedial action, the Protest Hearing Officer shall consider all circumstances surrounding the procurement, including:

- The seriousness of the procurement deficiency;
- The degree of prejudice to other Vendors;
- The impact on the integrity of the competitive procurement system;
- The good faith of the parties;
- The cost to the Court;
- The urgency of the procurement; and
- The impact on the Court.

4.13 **Appeals Process**

The Protest Hearing Officer's decision shall be considered the final action by the Court unless the protesting Vendor thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in 4.1A within five (5) calendar days of the issuance of the decision.

A. The justification for appeal is limited to:

1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
2. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
3. The decision of the Contracting Officer was in error of law or regulation.

B. The request for appeal shall include:

1. The name, address telephone and facsimile numbers and e-mail address of the Vendor filing the appeal or their representative;
2. A copy of the Contracting Officer's decision;
3. The legal and factual basis for the appeal; and

4. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
- C. Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

#### 4.14 **Protest Remedies**

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- Terminate the contract for convenience;
- Re-compete the contract;
- Issue a new solicitation;
- Refrain from exercising options to extend the term under the contract, if applicable;
- Award a contract consistent with statute or regulation; or other such remedies as may be required to promote compliance.

### 5.0. **PROPOSAL FORMAT AND CONTENT**

All applications must contain the information and forms that are listed in this section. Failure to do so will be treated as an incomplete proposal and will not be considered.

#### 5.1 **Required Content and Forms**

- a) An Executive Summary
- b) Detailed Program and Budget narratives as described below
- c) Contractor Certificates (See Addenda)
- d) Certificates of Insurance – Proofs of insurance is needed for the application process. Actual Certificates will be required at time of signing of a contract. (Note: The Court, State of California and the Judicial Council of California must be included and named on the policy as an endorsed parties when the contract documents are executed)
- e) Darfur Certification (if applicable) (See Addendum to the proposed contract)

#### 5.2 **Executive Summary**

The proposer must provide an Executive Summary of its bid. The Executive Summary should be a high level general overview document summarizing the Vendor's proposal and their qualifications for providing this service as well as their ability to meet the time line in starting up this service. The proposer must also address in this section how it meets the minimum qualification requirements in Section 4.3.

#### 5.3 **Program Narrative**

Respondents to this RFP shall submit a program narrative that specifically discusses how they will provide the services being sought by the Court, addressing how they will meet the minimum service components stated in sections 4.3 and 5.5. The narrative should include detailed information about a Vendor's ability to provide such services, the ability to meet the Court's capacity requirements, previous experience and resources that will enable the provider to accomplish the tasks set forth in this section. Agencies may include additional components or enhancements in a separate section of the Service Proposal and if applicable, in a separate section of the Budget Proposal. The Narrative should also include a strategic program start-up and transition plan and timetable.

#### 5.4 Budget Narrative

- A. The start-up budget should be outlined separately from the annual budget.
- B. Start-Up Budget  
Any start-up costs prior to a Vendor's commencement of the services should be listed in a separate, clearly labeled section. Explain the nature of the proposed costs and why they are appropriate and necessary. Include a description of who would be performing the start-up activities and how long it will take to perform those activities.

Start-up labor costs should not exceed the equivalent of one month's labor costs as outlined in the annual budget.

- C. Annual Budget  
The annual budget should outline the ongoing costs associated with providing the printing services. Each major expense should be listed separately and there should be justifications containing a level of detail sufficient for the proposal to be analyzed for cost effectiveness and for the Vendor to deliver a high quality level of service. Included should be any cost for redesign of the file format and after the initial set up.
- D. Financial Statement  
Document the Vendor's financial capacity and stability as required in section 3.2 A. 8. Please see comment in 4.6 A. 7 regarding any Master or Leveraged Purchase Agreement as proof of financial stability.

#### 5.5 Cost Bid

- A. Government Rates  
It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.
- B. Submitting Pricing Vendor must submit pricing as required by Attachment E, Pricing Sheets as follows:
- 1) Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the vendor's performance.
    - a) Pricing will be F.O.B. Destination, Freight Pre-paid.
    - b) The cost of insurance as required herein shall also be included.
    - c) Applicable taxes are to be billed on the invoice as a separate line item.
    - d) State whether there is a cost associated with storing product at the Vendor's site that will be shipped upon the Court's request at a later date after they have been printed.
    - e) The cost of delayed shipment of previously printed materials should be included in the cost of shipping and not as an additional charge.
  - 2) The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered allowable by law. Taxes shall be included as a separate line item on a vendor's invoice.
  - 3) The proposer's cost bid must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after

the initial term. The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

**C. Required Bid Forms and Documents**

In addition to the Proposal and Cost documents, the following required forms must be signed, when applicable, and included in the bid:

- 1) Contractor Certification Form – Attachment A
- 2) Cost Bid (Attachment E) and Bid Form Summary (Attachment F) (sealed in a separate envelope in accordance with Section 4.4.A. 4.)
- 3) Vendor’s Acceptance of Terms and Conditions (Attachment G)

**5.6 Minimum Service Requirements**

The following are minimum requirements for the services to be provided under this RFP.

- A. Comply with all contractual obligations imposed by the Court
- B. Obtain adequate and appropriate liability insurance coverage for the type of business and services that are being provided, including but not limited to professional liability insurance.
- C. Ability to deliver ordered pre-printed file folders in a timely manner meeting all specifications requirements.
- D. Provide the Court with copies of policies and procedures.

**5.7 Acceptance of Terms**

The Vendor’s proposal must include a statement (see Attachment G) as to whether the Vendor accepts the General Conditions in [Exhibit C](#) and all other terms of the attached proposed contract ([Attachment B](#)) or whether the Vendor takes any exception to those terms. The Vendor will be deemed to have accepted such terms and conditions, except as expressly called out in the Vendor’s proposal. If exceptions are taken, Vendor must submit a “redlined” version of the term or condition showing all modifications proposed by the Vendor (a MSWord version will be provided upon request for redlining). The Vendor must provide an explanation as to why the modification is required. The Vendor must keep in mind that most provisions in the contract are statutorily mandated and as such may not be modifiable. The Vendor’s willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor’s proposal.

Although the Court will consider alternate language proposed by a Vendor, the Court will not be bound by contract language received as part of a Vendor’s response. If the Vendor requires that some or all of the Vendor’s proposed contract language bind the Court, the proposal may be considered non-responsive and may be rejected.

**5.8 Offer Period**

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

**5.9 Invoicing**

- A. Vendor agrees to submit monthly invoices for products delivered the previous month. The Court will approve payment of an invoice after the Court’s inspection of the folders at time of delivery and upon receipt of a detailed invoice. If the folders delivered were found to be defective or the order was incomplete at time of delivery, the Court will withhold payment and inform the Vendor of remedial actions that remain outstanding.

- B. An invoice shall contain a detail of services rendered, employee hours, if applicable, and any other incidental expenses allowable under the contract, the Court's contract number and signed by the contractor. Invoices will be submitted by Vendor to the person designated in the contract for review and approval prior to payment.

#### 5.10 Audit

- A. State and Federal Agencies, the California Judicial Council and Administrative Office of the Courts, the Superior Court of California, the County of San Mateo or any of their duly authorized representatives may, at any time during normal business hours, and without advance notice to Vendors, audit all books, accounts and records involved and maintained in connection with this contract. Said audits shall be in writing and a copy thereof shall be provided to Vendor after completion thereof. An accounting and settlement between Superior Court of California, County of San Mateo and Vendor may be made at any time after a closeout audit.
- B. If an audit is conducted, Vendor agrees to, as soon as practicable, comply with any recommendations made in writing by Superior Court of California, County of San Mateo as a result of any audit authorized by this contract for the improvement of Vendor's auditing, accounting, bookkeeping, internal control and other fiscal operations.
- C. All records, which Vendor is required to maintain by or pursuant to this contract, shall be preserved for a period of three (3) years. If an audit has begun, but not completed at the end of the three-year period, the audit records shall be retained until the resolution of all pending audits.

#### 5.11 Indemnities and Guarantees

- A. Hold Harmless  
The Vendor shall indemnify and save harmless the State of California, the Judicial Council of the State of California, and the Superior Court of California, County of San Mateo their officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of: (a) injuries to or death of any person including Vendor, of (b) damage to property of any kind whatsoever and to whomsoever belonging; or (c) any loss or cost including but not limited to, the concurrent active or passive negligence of the Court, its officers, agents, employees or servants resulting from the performance of any work required by this Agreement of Vendor, its officers, agents, employees and/or servants provided that this shall not apply to injuries or damage for which Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Vendor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. Insurance Requirements Vendor shall procure, and maintain during the term of any agreement a comprehensive general liability policy, naming the State of California, the Judicial Council of the State of California, and the Superior Court of California, County of San Mateo as an additional insured with either a blanket contractual liability endorsement or contractual liability coverage naming this Agreement, with limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

Said policies of insurance shall be obtained from insurance companies which are qualified to transact business in this state and shall provide that the insurer will not cancel or reduce coverage unless the Superior Court of California, County of San Mateo is given thirty (30) days notice of cancellation. The Certificate of Insurance must be on file with the Finance Director or designee.

- C. Vendor agrees to comply with all federal and state statutes and regulations, and Court State and Local Rules applicable to its operations whether or not referred to in this contract.

- D. The Vendor agrees to assure Superior Court of California, County of San Mateo that in carrying out its responsibilities in connection with any agreement it will comply with all applicable laws and regulations regarding confidentiality of information that it may come across in performing these services. Vendor is prohibited from releasing any confidential information relating to any person, either by name or address, or in any way that is not directly connected with the administration and enforcement of the Court and this program. This recognizes that with prior approval the Court may make made available this information for purposes of audit authorized under this contract.
- E. Any agreement may not be assigned or subcontracted without the prior written consent of all parties. Any violation of this section is void and shall vest no rights in the subcontractor.

#### 5.12 Non-Discrimination

Vendor shall comply with the non-discrimination requirements described below:

- A. Section 504 of the Rehabilitation Act of 1973
  - 1. Pursuant to Section 504 (Public Law 93-112), the Vendor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
  - 2. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Vendor shall agree to be in compliance with Section 504 requirements.
- B. Non-Discrimination – General No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied benefits, or be subjected to discrimination under this Agreement.
- C. Non-Discrimination – Employment. Vendor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Vendor's equal employment opportunity policies shall be made available to County upon request.



**ATTACHMENT A**

**Vendor’s Certificate**

**I hereby certify as follows:**

- 1. That neither \_\_\_\_\_ (Vendor) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Bid on the following page.
- 2. I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Bid may be disqualified.
- 3. I certify that I have read and understood the Bid documents and that the proposer offers and agrees to furnish the goods and services specified under the terms and conditions stated herein.
- 4. This Bid is not the result of collusion or other anti-competitive practices.
- 5. Vendor will agree to the terms and conditions of the contract as stated herein unless

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Signature of Agent**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## **ATTACHMENT B**

### **CONTRACT TERMS AND CONDITIONS**

**Attached are the terms of the standard contract between the Court and its contractors. This will be filled out once the contract is awarded. By submitting a proposal, you are agreeing to the terms of this contract for the services that you will be providing.**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO  
STANDARD AGREEMENT COVERSHEET**

XXXXX

AGREEMENT NUMBER <b>41-14-D0XX</b>
FEDERAL EMPLOYER ID NUMBER See Payee Data Record form on file

1. In this Agreement, the term “Contractor” refers to **XXXX** and the term “COURT” refers to the **Superior Court of California, County of San Mateo**.

2. **Recitals**

WHEREAS, (recitals to be inserted)

2. This Agreement is effective as of August 15, 2013 (“Effective Date”) and expires on July 31, 2016 (“Expiration Date”).

If checked, this Agreement includes one or more options to extend through \_\_\_\_\_.

3. A. **Payment Schedule and Liability.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits “A” and “C”, the Court shall make payment to Contractor in the manner specified herein and in Exhibit “B”. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable. In no event shall the Court’s total fiscal obligation under this Agreement for the three year term exceed **XXXXXX Thousand Dollars (\$ XXX.00)**.

B. **Availability of Funds.**

Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County or Court funds at any time.

4. The purpose of this Agreement is for the Contractor to provide processing, data merging, printing and mailing of court notices for the Court’s jury services (juror summons and notices) and traffic (courtesy and subsequent notices) divisions.

[The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.]

5. The parties agree that this Agreement, comprised of this Standard Agreement Coversheet (SCC 213), the Exhibits listed below and any exhibits or Addenda, contains the parties’ entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.

Exhibit A – Statement of Work

Exhibit B – Payment Provisions

Exhibit C – General Provisions and Defined Terms



Exhibit D – Contractor Travel Guidelines

Addendum 1 – Contractor Certification

Addendum 2 - Darfur Certification

Addendum 3 – Statement 504 Certification


**(Continued on next page for signatures)**

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
COURT'S NAME <b>Superior Court of California, County of San Mateo</b>	CONTRACTOR'S NAME <b>XXXX</b>
BY (Authorized Signature) 	BY (Authorized Signature)  <b>SAMPLE ONLY DO NOT SIGN</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Hon. Robert D Foiles, Presiding Judge</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>XXXX</b>
ADDRESS 400 County Center, 2 <sup>nd</sup> floor Redwood City, CA 94063	ADDRESS <b>XXXX</b>


**APPROVALS**

(for COURT Use Only)


**DEPUTY COURT EXECUTIVE OFFICER APPROVAL**

<b>Approved by: Rodina Catalano, Deputy Court Executive Officer</b>	
SIGNATURE OF APPROVING AUTHORITY 	DATE

**LEGAL APPROVAL (if applicable)**

<b>Approved as to legal form by:</b>	
SIGNATURE OF REVIEWING ATTORNEY 	DATE

**FINANCE DIRECTOR REVIEW AND PROCESSING**

<b>Approved by: Neal Taniguchi, Director of Finance</b>	
SIGNATURE OF APPROVING AUTHORITY 	DATE

**EXHIBIT "A"**  
**STATEMENT OF WORK OR SERVICES**

In consideration for payment of the compensation by Court as specified in Exhibit "B" contractor will provide the following services:

1. [Name of Contractor] will \_\_\_\_\_.

[Details will be inserted from the selected Vendor's plan]

**EXHIBIT "B"**  
**SCHEDULE OF FEES AND METHOD OF PAYMENT**

1. In consideration for the services provided by Contractor as specified in the Contract for Services as stated above and Exhibits A and C, Court agrees to pay Contractor upon receipt and approval of detailed invoices submitted by Contractor for services provided.
2. Invoices from Contractor shall include with specificity the services performed; the date the services were provided; the amount of time it took to perform the work (if applicable); and the total amount of the invoice. The invoice shall be submitted within 5 business days after the end of the month within which the work was performed or services provided and shall be submitted to:

Superior Court of California, County of San Mateo  
Attn:  
400 County Center, 2nd Floor  
Redwood City, CA 94063

3. The maximum amount that the Court is obligated to pay, as specified in Section 3 of the Standard Agreement Coversheet attached, is inclusive of all related expenses (transportation, accommodations, and meals) incurred by Contractor. In no event shall the Court pay for any expenses not covered herein without the prior written consent of the Court Executive Officer or designee.
4. Travel Expenses. If there is any travel involved in the services provided under this Contract, Contractor agrees to comply with the California Administrative Office of the Courts' Travel Expenses Guidelines as set forth in Exhibit "D" attached hereto and incorporated herein.
  - A. Reimbursable Travel Expenses: Contractor must distinguish between travel that is directly related to its normal course of business that is necessary for normal supervision of their staff and travel that is needed for meetings with the Court as required from time to time.
  - B. Contractor must submit a travel plan to Court for review and written approval prior to incurring expenses for travel that may be required in performance of this Agreement. The travel plan will include the date(s) for travel, reason travel is required, and an estimate of the potential expense. Court will compensate Contractor for authorized travel expenses in accordance with the approved travel plan, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.), and the relevant sections of the *AOC Travel Rate Guidelines*.
  - C. Invoicing Requirements for Travel Reimbursement: Contractor will provide copies of receipts and invoices for reimbursement of travel expenses that have been incurred in accordance with the travel plan that has been approved by the Court, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.). The Court will not pay travel expenses that have not been authorized in writing.

EXHIBIT "C"  
GENERAL TERMS AND CONDITIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) *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. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the COURT.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) *No Gratuities.* 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.
- (E) *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.
- (F) *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.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this

Agreement, or Contractor's ability to perform this Agreement.

- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *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.
- (L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or

domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(N) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), 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.

(O) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:

(1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

(P) *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 sections 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.

(Q) Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by

the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(R) *Jury Duty.* For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

**1.2 Covenant as to Representations and Warranties.**

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the COURT if any representation and warranty becomes untrue.

**2. Indemnity**

Contractor shall indemnify and defend (with counsel satisfactory to the COURT's Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. 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.

**3. Insurance**

**3.1 Basic Coverage.** Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a



contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit; and

C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim.

D. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.

**3.2 "Claims Made" Coverage.** If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the COURT's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

**3.3 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

**3.4 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

**3.5 Deductibles and Self-Insured Retentions.** 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 the COURT's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

**3.6 Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name the State of California, the Judicial Council of California and the Superior Court of California, County of San Mateo as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.

**3.7 Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the COURT. Any replacement certificates of insurance are subject to the approval of the COURT, and, without prejudice to the COURT, Contractor shall not perform work before the COURT approves the certificates.

**3.8 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

**3.9 Required Policy Provisions.** Each policy must provide, as follows:

A. *Insurance Primary; Waiver of Subrogation.* The basic coverage provided 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; and

B. *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

**3.10 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

A. *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

B. *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

**3.11 Consequences of Lapse.** If required insurance lapses during the Term, the COURT is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

#### **4. Default and Remedies**

**4.1 Default.** A default exists under this Agreement if:

- A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) days' following notice of default or is not capable of being cured within this cure period;
- B. Contractor or Contractor's creditors file a petition as to 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;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

**4.2** Notice. Contractor shall notify the COURT immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. Any notice of default to the Court must be given at least six (6) months prior to any default going into effect.

**4.3 Remedies.**

- A. *Available Remedies.* The COURT may do any of the following:
  - (1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between the Court and Contractor;
  - (2) Require Contractor to enter into non-binding mediation;
  - (3) Exercise, following notice, the COURT's right of early termination of this Agreement as provided below; and
  - (4) Seek any other remedy available at law or in equity.
- B. *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

**5. Termination and Cancellation; Effect of Expiration or Termination**

**5.1 Early Termination and Cancellation Rights.**

- A. The COURT may terminate this entire Agreement immediately "for cause" if Contractor is in default;
- B. The COURT may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the COURT, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the COURT), if:
  - (1) the COURT determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
  - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The COURT may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

**5.2 Effect of Expiration and Early Termination; Survival.**

- A. Upon the Termination Date:
  - (1) The COURT shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
  - (2) Without prejudice to the COURT, Contractor shall be released from performing Services.
- B. All provisions of this Exhibit "C" will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

**6. Assignment and Subcontracting; Successors**

**6.1 Permitted Assignments and Subcontracts.**

- A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:

- (1) The COURT may assign the COURT's rights and duties to any Judicial Branch Entity. The COURT shall notify Contractor in writing within 30 days following the assignment.
- (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
  - (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
  - (b) affirm the rights granted in this Agreement to the non-assigning party;
  - (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
  - (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

B. No assignment or subcontract will release either party of its duties under this Agreement.

**6.2 Successors.** This Agreement binds the parties as well as their heirs, successors, and assignees.

## 7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individuals as specified in Section 5 of the Contract for Services above.

## 8. Miscellaneous Provisions; Interpretation

**8.1 Independent Contractor.** Contractor is an independent contractor to the COURT. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the COURT.

**8.2 Special Provisions regarding DVBE Participation Certification.** If Contractor made a commitment to

achieve disabled veterans business enterprise participation, Contractor shall within 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 any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this 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.

## 8.3 Audit and Records

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

B. *Ownership.* The COURT is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the COURT's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the COURT or to another party at the COURT's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- (1) Contractor's receipt of final payment under this Agreement; and
- (2) The COURT's resolution with Contractor of the findings of any final audit.

C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the COURT.

## 8.4 Special Provisions regarding Ownership of Results.

A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with COURT

funds shall vest, automatically and without further action of the parties, with the COURT. If Contractor provides written certification to the COURT that the property will continue to be used for grant-related purposes and the COURT approves such certification in writing, the COURT may permit title to all such property to remain with Contractor in accordance with the COURT's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

- B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with COURT funds, title to any equipment purchased or built with COURT funds shall vest in the COURT immediately upon payment of the purchase price. Before delivery to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

#### 8.5 Confidential Information; Publicity.

- A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:
- (1) All written information that is marked confidential;
  - (2) All non-public information in electronic form to which Contractor has access; and
  - (3) All verbal information the COURT later confirms in writing is confidential.

The COURT owns the confidential information, and the COURT authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the COURT's confidential information to the same extent as this section 8.5. Contractor may also disclose the COURT's confidential information to the extent necessary to comply with law, provided Contractor gives the COURT advance notice.

- B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT's Business Services Manager.
- C. *Specific Performance.* Contractor understands a default under section 4.1 will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the COURT will be entitled to seek.

#### 8.6 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims.

If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Contractor. (GC 4552)
- B. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the COURT shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the COURT has not been injured thereby, or (2) the COURT declines to file a court action for the cause of action. (GC 4554)

#### 8.7 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions.

As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more to Contractor,



then the requirements of this section apply to Contractor's activities. Contractor shall include with any request for cost reimbursement from the State's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the State of California's or State's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the State of California or State to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

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

**8.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

**8.9 Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the State court located in Redwood City, California and federal court located in San Francisco, California in any legal action concerning or relating to this Agreement.

**8.10 Force Majeure.**

- A. Force Majeure events include, but are not limited to:
  - 1. catastrophic acts of nature, or public enemy;
  - 2. civil disorder;
  - 3. fire or other casualty for which a party is not responsible; and
  - 4. quarantine or epidemic.

- B. The party asserting a Force Majeure event will immediately provide written Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.
- C. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

**8.11 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 §1654.

**8.12 Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

**8.13 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

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

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

**8.16 Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.

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

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“**Agreement**” means this Standard Agreement as defined on the Coversheet.

“**Contractor**” means the person or entity defined on the Coversheet.

“**Compensation**” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“**Consulting Services**” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Consulting Services Agreements” do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.

“**Coversheet**” refers to the first sheet of this Agreement.

“**DVBE**” is an acronym for disabled veterans’ business enterprise.

“**Effective Date**” has the meaning defined on the coversheet of this Agreement.

“**Expiration Date**” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“**Initial Term**” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“**COURT**” has the meaning defined on the coversheet of this Agreement.

“**Judicial Branch Entity**” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“**Judicial Branch Personnel**” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of the Court.

“**Loss**,” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“**Option Period**” means the period, if any, through which this Agreement may be extended by a party.

“**Services**” are Contractor’s duties as defined in Exhibit A.

“**Term**” comprises the Initial Term and any Option Period.

“**Termination Date**” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.

**EXHIBIT "D" - CONTRACTOR TRAVEL RATE GUIDELINES**

The Court's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

**Lodging** – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings. Receipts for hotel lodging charges must be on a pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the internet are not valid receipts. In some instances, a hotel may decline to issue a receipt on their pre-printed bill head for lodging booked via the internet.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

**Meals** – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6
2. Lunch – Up to \$10
3. Dinner – Up to \$18

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.  
Lunch may not be claimed on trips of less than 24 hours.

**Incidental Expenses** – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

**Transportation** – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate set by the Internal Revenue Services and adopted by the Administrative Office of the Courts.
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

**Other Business Expenses** – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

**ADDENUM 1  
CONTRACTOR CERTIFICATION**

I certify that neither \_\_\_\_\_ (Vendor) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with courts, government or other governmental agencies during the two years preceding submission of this Proposal.

I acknowledge that if Vendor or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendor or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

By (Authorized Signature)	Date:
<b>SAMPLE ONLY DO NOT SIGN</b>	
Printed Name and Title of Person Signing:	

**Please list all contracts with courts or governments or other governmental agencies during the two years preceding submission of this proposal:**

- 1.
- 2.
- 3.



**ADDENUM 2  
DARFUR CONTRACTING ACT CERTIFICATION**

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

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

**OR**

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the [Court/HCRC/AOC] to submit a bid or proposal pursuant to PCC 10477(b). A copy of the written permission from the [Court/HCRC/AOC] is included with our bid or proposal.

**OR**

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a “scrutinized company” as defined in PCC 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Vendor/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name :		Federal ID Number:
By (Authorized Signature) <b>SAMPLE ONLY DO NOT SIGN</b>		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in the County of _____ in the State of _____	

**ADDENUM "3"**  
**ASSURANCE OF COMPLIANCE WITH**  
**SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

\_\_\_\_\_ employs fewer than 15 persons

\_\_\_\_\_ employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**SAMPLE ONLY DO NOT SIGN**

\_\_\_\_\_  
Name of 504 person:

XXXX  
\_\_\_\_\_  
Name of Contractor:

I certify that the above information is complete and correct to the best of my knowledge.

Dated: \_\_\_\_\_  
Signature and Title of Authorized Official

\* Exception: DHHS regulations state that:  
"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT C**  
**COURT LOCATIONS FOR DELIVERY**

<b>Court Branch</b>	<b>Address</b>	<b>Product to be delivered</b>
Southern Branch	Hall of Justice 400 County Center, 1 <sup>st</sup> and 4 <sup>th</sup> Redwood City, CA 94063	Civil, Unlimited and Limited Criminal, Family Law, Probate, Small Claims, Unlawful Detainer, “second volume” folders and blank file folders
Juvenile Court	Children’s Youth Center 222 Paul Scannell Drive San Mateo, CA 94402	Juvenile Court, Adoptions and blank file folders

**ATTACHMENT D  
REFERENCES**

Do you provide similar services/products to other courts, county or other public agencies in the San Francisco Bay Area?  YES  NO

If yes, please provide a list of references, the purchasing agents/deputies who are our contract and their telephone numbers and other information as indicated below. References may be contacted to establish the proposer's competency and ability to provide the services and product required under this RFB.

Prior to any rejection, however, bidder may be contacted to provide an opportunity to respond to any unsatisfactory responses to the reference checks. However, unsatisfactory responses to reference checks may result in rejection of the bid.

**Reference 1**

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_ thru \_\_\_\_\_

**Reference 2**

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_ thru \_\_\_\_\_

**Reference 3**

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_ thru \_\_\_\_\_

**Reference 4**

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_ thru \_\_\_\_\_

**Reference 5**

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_ thru \_\_\_\_\_

**ADDITIONAL COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT E**  
**CUSTOM FILE FOLDERS SPECIFICATIONS AND BID FORMS**

Please see descriptions and specifications for each different case type:

- ITEM     [E-1     Adoptions](#)
- [E-2     Civil](#)
- [E-3     Unlimited Criminal](#)
- [E-4     Family Law](#)
- [E-5     Juvenile](#)
- [E-6     Limited Criminal – Southern Branch](#)
- [E-7     Limited Criminal - Northern Branch](#)
- [E-8     Probate](#)
- [E-8     Probate – Confidential \(file jacket\)](#)
- [E-10    Small Claims](#)
- [E-11    Unlawful Detainer](#)
- [E-12    End Tab Pressboard Fastener Folders](#)
- [E-13    Unnumbered Case Specific File Folders](#)

**Item No. E -1**

**Adoptions**

**Annual Usage: 260**

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 1-2" heat-sealed bonded fasteners in position 1.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar to match existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-2**

**Civil**

**Annual Usage – 6,000**

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____



**Item No. E-3**

**Unlimited Criminal**

**Annual Usage: 2,600**

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 2 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar to match existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-4**

**Family Law**

**Annual Usage: 2,200**

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 2 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar to match existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-5**

**Juvenile**

**Annual Usage: 1,300**

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4 wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-6**

**Limited Criminal (Southern Branch)**

**Annual Usage: 7,800**

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-7**

**Limited Criminal (Northern Branch)**

**Annual Usage: 9,750**

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-8**

**Probate**

**Annual Usage: 1,000**

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 1 - 2" heat-sealed bonded fasteners in position 1.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar to match existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E-9**

**Probate – Confidential (File Jacket)**

**Annual Usage: 1000**

Specifications:

1. 11pt manila letter size File Jacket
2. 9 1/2" x 11 3/4" wide overall size
3. Front panel is 9" x 11 3/4"
4. 1" expansion
5. Reinforced full top tab that extends 1/2"
6. Thumb cut front
7. Full height side gusset reinforced gusset
8. Top corners rounded on back panel.
9. Printed outside front and top tab with black ink (see sample).

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

**Item No. E - 10**

**Small Claims**

**Annual Usage: 2,500**

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____



## Item No. E - 11

### Unlawful Detainer

**Annual Usage: 2,100**

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 3 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar matching existing color-scheme – labels are to be affixed with archival quality.

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:	_____
Freight:	_____
Total:	_____

## Item No. E - 12

### End Tab Pressboard Fastener Folders ("2<sup>nd</sup> Volume Folders")

**Annual Usage: 3000 folders**

Specifications:

1. Letter size heavy-duty 25pt. gray/green pressboard stock
2. Straight cut tabs
3. 2" Expansion
4. 2 - 2" prong fasteners in position 1 & 3

**NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.**

Price per 1 M:

Freight:

Total:

## Item No. E - 13

### Unnumbered Case Specific File Folders (Legal & Letter size)

**Annual Usage: varies**

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4 wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 3 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. No numbering on the 8" side tab

**NOTE:** Orders for these folders would be made at the same time as printing of the numbered folders, however they would be printed without the numbering on the side tab.

Price per 1 M (Legal size):	_____
Price per 1 M (letter size):	_____
Freight:	_____
Total:	_____

**ATTACHMENT – F  
BID FORM SUMMARY**

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Usage</b>	<b>Price per 1 M</b>	<b>Freight</b>	<b>Total</b>
E-1	Adoption	260	\$		\$
E-2	Civil	6,000	\$		\$
E-3	Unlimited Criminal	2,600	\$		\$
E-4	Family Law	2,240	\$		\$
E-5	Juvenile	1,300	\$		\$
E-6	Limited Criminal (Southern)	7,800	\$		\$
E-7	Limited Criminal (Northern)	9,750	\$		\$
E-8	Probate	1,000	\$		\$
E-9	Probate – Confidential (file jacket)	1,000	\$		\$
E-10	Small Claims	2,500	\$		\$
E-11	Unlawful Detainer	2,100	\$		\$
E-12	End Tab Pressboard Fastener Folders	3000	\$		\$
E-13	Unnumbered Case Specific File Folders	Varies as needed	\$		\$
			<b>TOTAL</b>		\$

**ATTACHMENT G**  
**VENDOR’S ACCEPTANCE OF TERMS AND CONDITIONS**

Mark the Appropriate Choice, below:

\_\_\_\_\_ Proposer accepts *Attachment B – Proposed Contract Terms and Conditions*, without exception.

*or*

\_\_\_\_\_ Proposer proposes exceptions/modifications to *Attachment B – Proposed Contract Terms and Conditions*. Summarize any and all exceptions below. Enclose both a tracked changes “red-lined” version of *the proposed contract terms* which clearly shows each proposed exception/modification, and provide written documentation to substantiate each proposed exception/modification.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_