

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

**REQUEST FOR PROPOSAL**

**COURT RECORDS COURIER SERVICES**



**REQUEST FOR PROPOSAL – RFP 2016-01**

**WRITTEN PROPOSALS DUE BY**

**Friday, February 19, 2016 - 4:00 PM, PST**

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

400 County Center, 4<sup>th</sup> Floor

Redwood City, CA 94063

Attention: Mary Treanor, Contracts Administrator

Finance Division

The Superior Court of California, County of San Mateo is inviting competitive proposals to provide daily courier delivery services of court records between court facilities. The following is a description of the scope of work, contractor selection process and proposed terms of the project. Proposer's submission of a bid for this project will be considered proposer's agreement to comply with the terms and conditions as stated herein. The term proposer refers to the entity who is submitting a proposal/bid in response to this RFP. The term contractor is used here to either refer to an entity who is the successful bidder/proposer or to an entity that provides the services specified in this RFP.

## **I. INTRODUCTION – SUMMARY OF THE PROJECT**

### **1.1. Issuing Body**

The Superior Court of California, County of San Mateo ("Court") is issuing this Request for Proposal ("RFP") to seek qualified proposers to provide daily scheduled secured courier service to deliver court records and materials between the three (3) court facilities. The Court facilities are located in the cities of Redwood City, San Mateo, and South San Francisco.

### **1.2. Project Background**

The Superior Court of California, County of San Mateo is a trial court with five court facilities in San Mateo County.

The Court is interested in procuring the services of a qualified contractor who can fulfill the records/materials transport needs of the court on a set scheduled run between the three (3) facilities and handling rush deliveries when necessary.

### **1.3. Project Goal:**

The goal of this project is to procure the services of a company who can provide confidential and secured transportation of court files, records and materials on a daily and on an as-needed basis. Specifics regarding the volume of materials and size of boxes to be handled by the driver are described in further detail in section 4.2.11 below.

### **1.4 Project Objectives:**

- 1.4.1** Retain the services of a contractor who can provide reliable services.
- 1.4.2** Retain a contractor who will be timely and responsive to the Court's needs.
- 1.4.3** Select a contractor who can maintain the confidentiality and security of the records and materials that will be transported.

### **1.5 General Requirements and Features**

- 1.5.1.** A courier/delivery service company who has a record of providing quality and timely service to their clients that may include service to other courts or governmental agencies.
- 1.5.2.** A company that complies with the requirements of the Judicial Branch Contracting laws as specified in the General Terms and Conditions of the sample contract that is included with this RFP.
- 1.5.3.** The contractor must have the staffing available that can meet the daily scheduled services and be responsive to any "rush" deliveries that may arise. The schedule is set forth in section 4.2.7 of this RFP.

- 1.5.4. The contractor shall provide their own vehicles in order to meet their service requirements. Transportation costs and required insurance must be included in the cost of the proposal.
- 1.5.5. The contractor must provide staffing to provide uninterrupted, timely and reliable service to the court.
- 1.5.6. Each court location will have a centralized designated pick up/drop off location where the courier will deliver and pick up the materials.
- 1.5.7. The contractor will be required to go through court security. All courier staff persons providing the service must undergo Department of Justice and FBI fingerprint screening (security clearance). All staff persons must have a valid ID that shall be worn at all times. The cost of the security clearance will be paid for by the courier company.
- 1.5.8. Contractor shall have management and office staff who will be responsive to the Court and who are able to maintain open and timely communication with court staff at all times, including maintaining record keeping at the level required at the industry standards.

## **II. PROCUREMENT AND EVALUATION PROCESS**

### **2.1 COMMUNICATIONS WITH COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to the Court at [rfp@sanmateocourt.org](mailto:rfp@sanmateocourt.org) (the "Solicitations Mailbox"). Proposers must include the RFP Number in the subject line of any communication.

### **2.2 QUESTIONS REGARDING THE RFP**

- 2.2.1 If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- 2.2.2 Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP (Section 2.3). If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available on the court's website.

### 2.3 Procurement Schedule and General Instructions

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

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1.	Request for Proposal is issued	January 26, 2016
2.	Deadline for Proposers' Requests for Clarifications, Modifications or Questions	February 3, 2016 – 5:00 p.m. (PST)
3.	Questions and Answers posted online	February 5, 2016 – 5:00 p.m. (PST)
4.	Deadline for submitting a protest under Section 2.19	February 8, 2016 – 5:00 p.m. (PST)
5.	Due Date and Time - Proposal must be received by:	February 19, 2016 – 4:00 p.m. (PST)
6.	Notice of Award (estimated)	February 29, 2016
7.	Estimated Start Date	April 1, 2016

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be made available to all potential proposers.

### 2.4 Contact List

Submittal Contact: Mary Treanor (650) 261-5040

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo  
Attn: Mary Treanor, Contracts Analyst  
400 County Center, 4th Floor  
Redwood City, CA 94063

Project Manager: Timothy Gee (650) 261-5161

Contracting Officer: Mary Treanor, Contracts Analyst (650) 261-5040  
E-mail: rfp@sanmateocourt.org

Court Executive Officer: Rodina Catalano

### 2.5 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 contractor submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record. **Any material that a contractor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the contractor's Proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to request for documents. Furthermore, the provisions of California Rules of Court, Rule 10.500 provides for public access to court administrative records. 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 PRA 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.

## **2.6 Proposal Preparation Costs.**

Contractors submitting Proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a contractor 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.

## **2.7 Pre-Submittal Process**

### **2.7.1 Request for Clarifications or Modifications.**

Any other requests for clarifications or modifications of the proposed general terms, the project specifications, or Terms and Conditions of the proposed contract must be submitted to the Contract Analyst listed in Section 2.4 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 Submittal Contact will provide a copy of the questions and corresponding responses to potential proposers. All inquiries and responses will be shared with all prospective proposers on the Court's web site.

### **2.7.2 Ambiguity, Discrepancies, 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 Contract Analyst listed in Section 2.4 written notice of the problem and request that the solicitation document be clarified or modified. 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 potential proposers. 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.

### **2.7.3 Addenda**

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

#### **2.7.4 Right To Reject Proposals**

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

**2.8 Minimum Qualifications**

To be considered for full evaluation and possible award, proposers 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 contractor and any proposed subcontractors):

<b>No.</b>	<b>Minimum Qualifications</b>
1.	Contractor must have proven experience with providing daily courier service in the San Francisco Bay Area.
2.	Contractor must have all necessary insurance coverage and/or bonding as stated in the sample Agreement.
3.	Contractor must have either a current and valid crime insurance policy or is bonded.
4.	Contractor’s drivers must have a clean driving record, possess a valid California Driver’s License, and must pass security clearance as required by the Court.
5.	Contractor must have sufficient staffing to meet the Court’s schedule and any non-scheduled deliveries as required by the Court on an as-needed basis.
6.	Contractor must provide secured and confidential transportation of the Court’s records and materials.
7.	Neither contractor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither contractor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference RFP Attachment A, Sample Contract, Exhibit F - Contractor Certification Form).
8.	Contractor has reviewed and complies with the certifications as contained in the General Terms of the Proposed Contract and Exhibits E, F, and G of the Proposed Contract, included herein, and is not prohibited from contracting with the Court under the provisions as stated in Exhibit F of the Proposed Contract.

The contractor must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. 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.

Contractors 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.

**2.9 Submission of Proposals.**

**2.9.1 Proposal Delivery**

The following must be received no later than the Proposal Due Date and time specified in Section 2.3 (the “Proposal Closing Time”) at the address listed in Section 2.4 for the Contract Analyst:

- A. Detailed Statement of Work that will be performed especially addressing the handling of “rush” deliveries and adherence to the delivery schedule;

- B. List of references and experience to include name, title, telephone number, e-mail address of the designated representative for the Proposer and all references;
- C. Objections to or proposed changes to the general terms of the contract and special provisions as stated in the sample contract attached hereto;
- D. If the Proposer is a corporation, proof that the Proposer is in good standing and qualified to conduct business in California;
- E. Proof of financial solvency or stability (recent balance statement or income statement);
- F. Contractor Certificates (See Exhibits E, F and G);
- G. If the Proposer is claiming treatment under the State's Disabled Veterans Benefits Enterprise, the proposer must provide proof of qualification.
- H. Certificate that Proposer does not have an interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411, Government Code sections 1090, et seq. or 87100, et seq., or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities; and
- I. Agreement to obtain Certificate of Insurance with the Superior Court of California, County of San Mateo named in the endorsement if Proposer is the successful bidder.

### **2.9.2 Cost Proposal**

The following information must be included in the cost proposal.

- A. A detailed line item budget showing total cost of the proposed services that includes:
  - 1) Cost proposals for each of the route options; and
  - 2) Cost for the "rush delivery" option with a description on how the service will be provided.
- B. A full explanation of all budget line items in a narrative entitled "Budget Justification."

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

### **2.9.3 Proposal Submittals**

- A. One original and two (2) copies of each of the services proposal and the cost proposal.
- B. A copy of both documents in an electronic "Word" document format (on compact disc or thumb drive).
- C. The Project Proposal and the cost proposal shall be submitted in separate sealed envelopes and will all be opened at the appointed bid opening date and time.



**2.9.4 Amendment or Withdrawal of Proposals.**

A vendor may amend its Proposal prior to the Proposal Closing Time. All amendments must be in writing, signed by the proposer and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its Proposal at any time prior to the Proposal Closing Time by notifying the Contract Analyst listed in Section 2.4 in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended after the Proposal Closing Time.

**2.9.5 Mistake in Proposal.**

If prior to a contract award, a proposer discovers a mistake in their Proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Contract Analyst listed in Section 2.4 in writing and request to withdraw the Proposal.

**2.9.6 Error in Submitted Proposals.**

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

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

Proposals must include the contractor 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 contractor and include the name, title, address, e-mail address and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.3. In the event a final contract has not been awarded by the date specified in Section 2.3, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

**2.9.8 Knowledge of Requirements**

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

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

### **2.9.9 Independence of Proposal and Joint Proposals**

Unless a proposer is submitting a joint Proposal, the proposer 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.

### **2.9.10 Covenant Against Gratuities**

Proposer warrants by signing its Proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, 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. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. 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.

## **2.10 Acceptance of Terms**

The contractor's proposal must include a statement as to whether the contractor accepts the Contract Terms and Conditions in Attachment A of Section V or whether the contractor takes any exception to those terms. The contractor will be deemed to have accepted such terms and conditions, except where expressly called out in the contractor's proposal. If exceptions are taken, contractor must submit a "redlined" version of the term or condition showing all modifications proposed by the contractor (a MSWord version will be posted on the Court's RFP website for redlining). The contractor must provide an explanation as to why the modification is required. The contractor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the contractor's proposal.

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

## **2.11 Overview of Evaluation Process**

### **2.11.1 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 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 2.8.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.12.

### **2.11.2 Reservation of Rights**

A. The Court, in its complete discretion, may eliminate Proposals that have not met the minimum qualifications of Section 2.8, 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.

B. 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.

C. 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.

D. 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 proposer 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 proposer so restricts its Proposal, the Court may consider the proposer'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 proposer ineligible for further evaluation.

E. The Court reserves the right to negotiate with the most responsible Proposer who has presented, in the opinion of the Evaluation Committee, the lowest responsive bid in its attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers 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.

F. The Court reserves the right to accept in whole or in part any proposal so that the needs of the Court are met as specified in the Project Goals and Objectives as stated in sections 1.3 and 1.4. Therefore the Court may enter in contract with more than one proposer if necessary.

G. 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.

### **2.11.3 Requests for Additional Information**

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

## **2.12 Evaluation Criteria.**

Proposals will be evaluated to determine if the most responsible Proposer has submitted the lowest responsible bid. The Court's consideration of the Proposals shall include, but not limited to: cost/pricing factors, reasonableness of cost projections, Contractor's experience, acceptance of terms and conditions of the proposed contract, implementation plan, ability to meet the proposed scheduling requirements, ability to staff and support the Court's courier needs, and references.

## **2.13 Disabled Veteran Business Enterprise Participation Goals**

The Court will endeavor to include participation of the Disabled Veterans Business Enterprise program in this solicitation.

## **2.14 Interview and Negotiations.**

### **2.14.1 Interviews**

Following the initial screening of Proposals, the Court reserves the right to require, and each proposer 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 proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

### **2.14.2 Negotiations**

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

## **2.15 Payment.**

Payment terms will be in accordance with the invoice provisions of section 4.3. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. If applicable, the Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

## **2.16 News Releases.**

A contractor or subcontractor may not make news releases pertaining to the award of any contract resulting from this solicitation without the prior written approval of the Court Executive Officer or designee.

## **2.17 Award of Contract.**

**2.17.1** Upon award of the contract, the successful contractor(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the Contract Terms and Conditions in Section V, and provide certificates of insurance and/or proof of bonding and other applicable certificates in conformance with the requirements set forth in the General Conditions at time of signing of the Contract.

**2.17.2** The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal. However, exceptions taken by a Proposer may delay execution of a contract. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties. The contract shall be signed by the Proposer no later than ten (10) business days of receipt of the contract.

### **2.17.3 Failure to Execute the Agreement**

The period for execution set forth in Section 11 (“Award and Execution of Agreement”) may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

**2.17.4** The successful proposer (Contractor) will be required to participate in a site walk-thru with Court staff prior to the start date. The purpose of the walk-thru will allow the Contractor’s staff to become familiar with the facilities, route, security and procedures relating to the services provided.

## **2.18 Anti-Trust Claims**

**2.18.1** In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)

**2.18.2** If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

**2.18.3** Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

## **2.19 Protest Procedures.**

**2.19.1** Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is February 6, 2012. Protests should be sent to the Contracts Analyst as identified in section 2.4 of this RFP.

**2.19.2** Form of Protest. A contractor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- A. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted in Section 2.4. If the protest is hand-delivered, a receipt must be requested.
- B. The protest shall include the name, address, e-mail, telephone and facsimile numbers of the party protesting or their representative.
- C. The title of the solicitation document under which the protest is submitted shall be included.
- D. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- E. The specific ruling or relief requested must be stated.

**2.19.3** The Court's Executive Officer, on behalf of the Court may, at its discretion, make a decision regarding the protest without requesting further information or documents from the protestor. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

## **III. PROPOSAL FORMAT AND CONTENT**

Responsive Proposals should provide straight forward, concise information that satisfies the requirements of this solicitation.

### **3.1 Company Information**

The Court requires the contractor to be a reputable company of strong financial standing with a proven track record for picking up and delivering paper records and files on a daily schedule on time in a secured, confidential and professional manner. The contractor's Proposal must provide the information requested below as well as other information requested as stated in Section 2.9 of this RFP. If the contractor is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately.

The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, include the state in which incorporated.
- d. Total number of years in business.
- e. Number of years providing services similar in scope to those requested in this RFP.
- f. If subcontractors are proposed for this RFP, describe the contractor's contract management process for subcontractors included in the contractor's Proposal and

provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the contractor and each proposed subcontractor.

- g. A timeline for initiation of the service.
- h. A breakdown of costs.
- i. A statement of the proposer's financial good standing.
- j. References especially any government entities serviced by proposers.

## **3.2 Experience and Qualifications**

### **3.2.1 Prior Experience and References**

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

- A. Describe the contractor's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
- B. Provide the names, addresses, and telephone numbers for a minimum of five (5) current and past customers for whom the contractor has provided similar services within the last 18 months, especially any government agencies. The contractor should include a brief description of the scope of services provided to the customer, whether services included the handling of confidential or secure materials, and the duration of the contract. The Court may contact some or all of the references provided in order to determine the contractor's performance record. The Court reserves the right to contact references other than those provided in the Proposal and to use the information gained from them in the evaluation process.

### **3.2.2 Subcontracts**

If the contractor intends to subcontract, describe the contractor'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 RFP. The contractor should include a brief description of the scope of services provided to the customer and the duration of the contract.

## **3.3 Cost Proposal**

### **3.3.1 Government Rates**

It is expected that all contractors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

### **3.3.2 Pricing and Price Adjustments**

Contractor must provide a detailed description of the pricing of services and state all that the pricing includes. Pricing shall include all anticipated charges, including but not limited to, cost of materials and product, overhead, driving costs (including fuel, vehicle maintenance, and wear and tear), if applicable, profits, and other costs or expenses incidental to the contractor's performance. If there is any travel involved in performance of this contract (outside of the delivery of documents to each court location), contractor agrees

to comply with the Court's guidelines on travel compensation for contractors. The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the contractor'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 services rendered. Taxes shall be included as a separate line item on a contractor's invoice. Any travel, outside of the delivery of documents to each location, must be pre-approved by the Court and is not anticipated as part of this contract.

- 3.3.3** Contractor's Proposal and price does not (1) imply that Court approves or adopts Contractor's plan, methods, or procedures required to perform the Work; nor (2) relieve Contractor from sole responsibility for the accuracy of its estimate and timely completion of the Work.
- 3.3.4** Contractor shall not charge, nor shall Court pay, any overtime pay unless otherwise agreed to in writing between the Contractor and Court.

### **3.4 Required Proposal Forms and Documents**

#### **3.4.1 Required Forms**

- A. Detailed Statement of Work that will be performed and all associated costs that are included in the Proposal.
- B. Contractor Certificates (See Exhibits)
- C. 504 Statement of Compliance (See Exhibits)
- D. Certificate of Insurance (Note: The Court must be included on the policy as an endorsed party when the contract documents are executed) and bonding

#### **3.4.2 Acceptance of Terms**

The contractor's Proposal must include a statement as to whether the contractor accepts the General Terms and Conditions in Exhibits C and D of the attached proposed contract in Attachment A or whether the contractor takes any exception to those terms. The contractor will be deemed to have accepted such terms and conditions, except where expressly called out in the contractor's Proposal. If exceptions are taken, contractor must submit a "redlined" version of the term or condition showing all modifications proposed by the contractor (a MSWord version will be posted on the Court's RFP website for redlining). The contractor must provide an explanation as to why the modification is required. The contractor's willingness to accept the General Terms and Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the Proposer's Proposal. Soft copies of the contract terms and conditions will be provided by the Court at the Proposer's request.

Although the Court will consider alternate language proposed by a contractor, the Court will not be bound by contract language received as part of a prospective contractor's response. If the proposer requires that some or all of the contractor's proposed contract language bind the Court, the Proposal may be considered non-responsive and may be rejected. Finalizing the terms of the contract will be negotiated after the announcement of the Court's selection.

## **IV. STATEMENT OF WORK**



**4.1 General Description**

Selected Contractor will provide the Court daily scheduled courier services delivering court files, records and materials between the three (3) court facilities within San Mateo County. Contractor will also be required to make immediate pick-up and delivery of records with short notice on an as-needed basis (“rush” deliveries). The selected contractor shall facilitate the final implementation plan with the Court Services Manager and Supervisor of the Records Division.

**4.2 Scope of Work**

The following is provided to demonstrate what the Court anticipates the project will involve.

- 4.2.1** A courier/delivery service company who has a record of providing quality and timely service to their clients with experience in providing service to other courts or governmental agencies.
- 4.2.2** A company that complies with the requirements of the Judicial Branch Contracting laws as specified in the General Terms and Conditions of the sample contract that is included with this RFP.
- 4.2.3** The contractor must have the staffing available that can meet the daily scheduled services and be responsive to any “rush” deliveries that may arise (i.e. deliveries that need to be made with short notice and must be accomplished immediately).
- 4.2.4** The contractor shall provide their own vehicles in order to meet their service requirements. Transportation and all vehicle-related costs must be included in the proposal.
- 4.2.5** The contractor must provide coverage in the event of absences so that the absences will not impact the level of service provided to the court.
- 4.2.6** The contractor shall address how it will provide “rush” service between the court locations on an as-needed basis. The proposal for this service does not imply that the court will require “rush” delivery services from the vendor.
- 4.2.7** The qualified vendor must propose rates for the following delivery schedule. Locations listed without a time may be scheduled at any time that would make the most efficient and cost effective route. All other times are fixed and must be met.

<b>Leave</b>		<b>Arrive</b>	
Hall of Justice (Redwood City)	10:00 AM	Youth Services Center	10:30 AM
Youth Services Center	10:40 AM	Northern Branch (So San Fran)	11:15 AM
Northern Branch (So San Fran)	11:25 AM	Hall of Justice (Redwood City)	12:15 PM
Lunch	12:15 PM		
		Northern Branch (So San Fran)	1:20 PM
Northern Branch (So San Fran)	1:30 PM	Hall of Justice (Redwood City)	2:20 PM

Hall of Justice  
400 County Center  
Redwood City CA 94063  
[This includes the Court Annex located  
At 500 County Center (adjacent to the HOJ)]

Youth Services Center  
222 Paul Scannell Dr.  
San Mateo CA 94402

South San Francisco Court House  
1050 Misson Rd  
South San Francisco CA 94080

- 4.2.8** Each court location will have a centralized designated pick up/drop off location where the courier will deliver and pick up the files/records/materials.
- 4.2.9** The contractor will be required to go through court security. All courier staff persons providing the service must undergo security clearance. All staff persons must have a valid ID that shall be worn at all times. The cost of the security check will be paid for by the courier company.
- 4.2.10** Contractor shall have a management and office staff that will be responsive to the Court's needs and who is able to maintain open and timely communication with court staff at all times, including maintaining recording keeping at the level required at the industry standards.
- 4.2.11** The average volume of materials handled by the driver that is typically handled for each delivery is approximately 4-5 banker style boxes or post office mail bins (no box or bin weighing over 50 pounds).

### **4.3 Invoicing**

- 4.3.1** Contractor shall submit invoices on a monthly basis, subject to service performed to the satisfaction of the Court.
- 4.3.2** An invoice shall contain a detail of services rendered, materials provided, the Court's contract number and shall be signed by the contractor. Invoices will be submitted by contractor to:

Timothy Gee, Court Services Manager  
Superior Court of California, County of San Mateo  
400 County Center, 1st floor  
Redwood City, CA 94063

## **V. ATTACHMENTS**

Attachment A Sample Contract Terms & Conditions

**ATTACHMENT A**

**CONTRACT TERMS AND CONDITIONS**

**Attached are the proposed terms of the standard contract between the Court and its vendors. By submitting a Proposal, you are agreeing to the terms of this contract for the services that you will be providing subject to any comments the Proposer may have according to the RFP process as stated in section 3.4.2.**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO**  
**STANDARD AGREEMENT** rev 5-04-15  
with Contractor Name.

AGREEMENT NUMBER  
**41-16-D0K#.**

1. In this agreement (“Agreement”), the term “Contractor” refers to Contractor Name. and the term “JBE” refers to the **Superior Court of California, County of San Mateo**

2. This Agreement is effective as of Effective Date. (“Effective Date”) and expires on Expiration Date. (“Expiration Date”).

This Agreement includes one or more options to extend through Date or N/A.



3. The maximum amount the JBE may pay Contractor under this Agreement is \$Dollar Amount. (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$[Dollar Amount.] during the Initial Term, and (ii) Dollar Amount. during the Option Term.

4. The purpose or title of this Agreement is: Purpose or Descriptive Title

*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, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of San Mateo</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i>  Contractor Name
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Presiding Judge</b>	PRINTED NAME AND TITLE OF PERSON SIGNING Name and Title.
DATE EXECUTED Date.	DATE EXECUTED Date.
ADDRESS <b>400 County Center Redwood City, CA 94063</b>	ADDRESS Contractor Address.

**APPENDIX A**

**Goods and Services**

**1. Background and Purpose.**

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**2. Goods**

**2.1 Description of Goods.** The JBE shall purchase from Contractor, and Contractor shall sell to the JBE the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances:

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**2.2 Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the JBE at **[address]**. Title to the Goods vests in the JBE upon payment of the applicable purchase price.

**2.3 Inspection and acceptance criteria.**

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**2.4 Goods Warranties.** Contractor warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

**3. Services.**

**3.1 Description of Services.** Contractor shall perform the following services (“Services”):

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**3.2 Description of Deliverables.** Contractor shall deliver to the JBE the following work products (“Deliverables”):

- 
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- 3.3 **Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
  - 
  -
- 3.4 **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:
  - 
  -
- 3.5 **Project Managers.** The JBE’s project manager is: **Timothy Gee**. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[insert name]**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 3.6 **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
- 3.7 **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 3.8 **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 3.9 **Stop Work Orders.**
  - A. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work

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Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

- B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C.** The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 4. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**APPENDIX B**

**Payment Provisions**

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the JBE has accepted:
  - 
  -
3. **Compensation for Services.**
  - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:
    - 
    -
  - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.
  - 3.3 **No Advance Payment.** The JBE will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBE.
  - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - 
    -
  - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to the maximum amounts set forth in the JBE's travel expense policy.



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**4.3 Expense Limit.** Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$ Dollar Amount. for the Initial Term and \$ [Dollar amount] for the Option Term.

**4.4 Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**5. Invoicing and Payment**

**5.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

**5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

**5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

**6. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### **1. Provisions Applicable to Services**

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks .** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

#### **2. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
- 2.3 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.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 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.
- 2.5 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.

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- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 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.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** 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.

### 3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
- B. Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

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- C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- E. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$[Dollar amount].
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 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 (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE 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 JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE 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 thirty (30) days' prior written notice to the JBE.
- 3.7 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.

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- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the JBE may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
- 6. Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 7. Termination**
- 7.1 Termination for Convenience.** The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise

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directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

- 7.2 Termination for Cause.** The JBE may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) 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; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death 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.
- 7.4 Termination for Changes in Budget or Law.** The JBE’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies of the JBE.**
- A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.*** If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such

termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.

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

**8. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

**9. Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**10. Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**10.2 Domestic Partners, Spouses, and Gender Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

**10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of

all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and



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enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

**10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial

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contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

- 11.3 Audit.** Contractor must allow the JBE or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall

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exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

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

**11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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

**11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

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

**11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

**11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.

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

## APPENDIX D

### Defined Terms

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

**"Agreement"** is defined on the Coversheet.

**"Contractor"** is defined on the Coversheet.

**"Confidential Information"** means: (i) any information related to the business or operations of the JBE, including information relating to the JBE's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE's satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**"Consulting Services"** refers to the services performed under "Consulting Services Agreements," which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) 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 (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**"Contract Amount"** is defined on the Coversheet.

**"Coversheet"** refers to the first page of this Agreement.

**"Deliverables"** is defined in Appendix A.

**"Effective Date"** is defined on the Coversheet.

**"Expiration Date"** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**"Goods"** is defined in Appendix A.

**"Initial Term"** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**"JBE" is defined on the Coversheet.**

**"Judicial Branch Entity"** or **"Judicial Branch Entities"** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**"Judicial Branch Personnel"** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**"Notice"** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**"Option Term"** means a period, if any, through which this Agreement may be or has been extended by the JBE.

**"PCC"** refers to the California Public Contract Code.

**"Services"** is defined in Appendix A.

**"Stop Work Order"** is defined in Appendix B.

**"Term"** comprises the Initial Term and any Option Terms.

**EXHIBIT "E"**

**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.

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

\_\_\_\_\_  
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."

EXHIBIT "F"  
CONTRACTOR CERTIFICATION FORM

I certify that neither \_\_\_\_\_ (Proposer) 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 courts, government or other governmental agencies during the two years preceding submission of this Proposal.

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 Proposal may be disqualified.

Signature

Printed Name

Title

Date

**EXHIBIT "G"**  
**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company (see Public Contract Code § 10476 attached); or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

*If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.*

**OPTION #1 - CERTIFICATION**

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

**OPTION #2 – WRITTEN PERMISSION FROM THE COURT**

The Court may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If the bidder or proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The bidder/proposer identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.

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



California Public Contract Code, § 10476. (Operative term contingent) "Scrutinized company"

As used in this article, the following definition applies:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:

- (a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
- (b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
- (c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
- (d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
- (e) Its business operations consist of providing goods or services that are used only to promote health or education.
- (f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
- (g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

EXHIBIT "D" SPECIAL PROVISIONS

This Exhibit "D" is effective upon the Effective Date as noted on the signature coversheet. In the event of any conflict between this Exhibit "D" and the other terms of this Agreement, the terms in Exhibit "D" will prevail. Except as otherwise specifically defined in this Exhibit, all capitalized terms will have the meanings ascribed to them in the other portions of this Agreement.

1. Contractor Certification Clauses

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

- (A) Authority. Contractor has the authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has the 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 State.
- (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. "Judicial Branch Personnel" means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity. "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."
- (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 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 affect 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 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. As used in this Addendum, "Compensation" means all remuneration owed to Contractor in respect of Contractor's services, including Contractor's professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
- (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) 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.

- 1.2 Covenant as to Representations and Warranties. Contractor shall cause its representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the State if any representation and warranty becomes untrue.
2. Miscellaneous
- 2.1 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.

2.2 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If Work under this Agreement was 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 State 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 State pursuant to the bid. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor. (GC 4552)
- (B) If the State 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 State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State 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 State 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 State has not been injured thereby, or (2) the State declines to file a court action for the cause of action. (GC 4554)

**EXHIBIT "E"**

**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.

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

\_\_\_\_\_  
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."

EXHIBIT "F"  
CONTRACTOR CERTIFICATION FORM

I certify that neither \_\_\_\_\_ (Proposer) 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 courts, government or other governmental agencies during the two years preceding submission of this Proposal.

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 Proposal may be disqualified.

Signature

Printed Name

Title

Date

**EXHIBIT "G"**  
**DARFUR CONTRACTING ACT CERTIFICATION**

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