

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA,
COUNTY OF STANISLAUS***

REGARDING:

*Microfiche Project
RFP1516006*

PROPOSALS DUE:

May 20, 2016 NO LATER THAN **4:00** P.M. PACIFIC STANDARD TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Stanislaus (Court) has stopped producing microfiche. The Court, however, has an inventory of approximately 187 microfiche sheets containing case indexes, as well as approximately 116,000 microfiche sheets containing case files. The Court uses the microfiche sheets containing the case indexes to locate case file information, which helps the Court locate the case file. This project aims to convert these microfiche sheets into portable document format (PDF), to be consumed by the Court's document management system (DMS), with the microfiche sheets containing the case indexes converted into a digital database.
- 1.2 There are approximately 98 microfiche sheets containing Superior Court case indexes. Each sheet contains approximately 268 images with approximately 47 rows of data.
- 1.3 There are approximately 89 microfiche sheets containing Municipal Court case indexes. Each sheet contains approximately 207 images with approximately 57 rows of data.
- 1.4 There are approximately 116,000 microfiche sheets containing case files. Each microfiche sheet will only contain one case, but one case may consist of more than one microfiche sheet. The quantity of images per microfiche sheet varies.
- 1.5 The Court is seeking a vendor that can provide an innovative solution that will provide a cost-effective means of digitizing the Court's inventory while maintaining quality and ease of use for the end-user.
- 1.6 It is the intent of the Court to enter into a 3-year contract, with two one-year extension options (for a potential total of 5 years), with a single vendor that establishes a per image cost for the two categories of images for the life of the contract. As funds become available, the Court will issue purchase orders under the contract, as the Court is committed to completing this project as soon as possible.

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

The Court seeks the services of a person or entity with expertise in converting microfiche into portable document format (PDF) and creating data files from microfiche. Additional experience in building a database and query reports is preferred, but will not be disqualifying.

The digital format proposed should meet the following requirements:

- Microfiche sheets containing case indexes
 - The case index sheets will be converted into a Comma-Separated Value (CSV) file that will allow a user to conduct text searches.
 - The searchable values shall, at a minimum, allow the end user to search

- by case number, filing date, name, cross-reference name, and case type.
- Each file shall contain the header name of the column.
- Each file shall have the same data structure.
- The digital format provided shall allow the court to combine all case indexes into one file.
- The data in the final product shall be at least a 99.9% accurate representation of the data in the original image.
- Microfiche sheets containing case files
 - The case files will be converted into portable document format (PDF).
 - Each case file will be submitted to the court as a separate file with the case number as the file name.
 - There may be cases that share a case number with a different case. The selected vendor will need to be able to accommodate, so cases are not lost or combined
 - Image quality will be first rate.
 - Images will be an accurate representation of the original information in a digital format (i.e., no spill over).
 - Images will be enhanced to ensure optimum readability.
- Microfiche sheets must be returned to the Court in original condition.
- Build a SQL 2014 database to store the index file data.
 - This should include a user-friendly interface that would allow a user to identify a case number by searching and filtering the remaining data fields.
 - Ability to search with wildcards would be preferable.
 - Ease and speed is the ultimate goal.
 - This service is not required, although it is preferred. A vendor's inability to perform this function will not disqualify the vendor.
- Electronic file transfer shall be through a solid-state hard drive, SFTP, or a combination of the both.
- Upon acceptance of the work, the Court would like a DVD backup of the accepted work.
- Contractor shall not send Court Property outside the contiguous United States. The contiguous United States is defined as the 48 adjoining U.S. states on the continent of North America that are south of Canada and north of Mexico, plus the District of Columbia. The term excludes the non-contiguous states of Alaska and Hawaii, and all off-shore U.S. territories and possessions, which include American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the United States Virgin Islands.
- The Court is **not** interested in a vendor hosted solution.
- The vendor will warrant that each deliverable and the services will conform to the requirements of this RFP and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such deliverable or service, and shall continue for a period of one

(1) year following acceptance. In the event any deliverable or service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.

3.0 TIMELINE FOR THIS RFP

The JBE has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the JBE.

EVENT	DATE
RFP issued	April 26, 2016
Deadline for questions	May 3, 2016
Pre-proposal Conference	May 10, 2016 @ 10:00 a.m. PST
Questions and answers posted	May 13, 2016
Latest date and time proposal may be submitted	May 20, 2016 @ 4:00 p.m. PST
Initial evaluation	May 25, 2016
Initial ranking posted, excluding DVBE incentive	May 25, 2016
Latest date and time for samples to be received	June 2, 2016 @ 4:00 p.m. PST
Non-cost evaluation results posted, excluding DVBE incentive	June 7, 2016 (note May 30 holiday)
Public opening of cost portion of proposals	June 7, 2016 @ 3:30 p.m. PST
Notice of Intent to Award (<i>estimate only</i>)	June 8, 2016
Negotiations and execution of contract (<i>estimate only</i>)	June 22, 2016
Contract start date (<i>estimate only</i>)	June 23, 2016
Contract end date (<i>estimate only</i>)	June 30, 2021

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this JBE Standard Form agreement.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5:	Intentionally left blank
Attachment 6: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 7: DVBE Bidder Declaration	This form is only required of those requesting the DVBE incentive. Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
Attachment 8: DVBE Declaration	Proposer must submit with its proposal a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract.
Attachment 9: Superior Court Case Index	A sample image of the Superior Court case index.
Attachment 10: Municipal Court Case Index	A sample image of the Municipal Court case index.

5.0 PAYMENT INFORMATION

Payment information will be provided at a later date prior to the execution of a contract with the prescribed vendor(s).

6.0 PRE-PROPOSAL CONFERENCE CALL

The Court will hold a pre-proposal conference call on the date identified in the timeline above. Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend.

The pre-proposal conference call phone number is (209) 236-7780. Dialing the line before the Court has opened the line will give the caller a busy signal.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, **separate from the technical proposal**. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- RFP 1516006 – Microfiche Project (DO NOT OPEN)**
Attn: Fiscal Services
800 11th Street, Room 100
Modesto, CA 95354
- 7.4 Late proposals will not be accepted.
- 7.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 Non-Cost Portion. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- c. Intentionally left blank
- d. Intentionally left blank
- e. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- f. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
- g. Proposed method to complete the work.
 - i. Data delivery methods (i.e., DVD, CD, or FTP) and
 - ii. Guaranteed turn-around time (i.e., rate of completion and delivery of final product, along with the return of the original microfiche sheets).
- h. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- i. Certifications, Attachments, and other requirements.

- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. Intentionally left blank.
- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, and other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. Intentionally left blank.
- j. Shipping address to which the Court may overnight samples.

8.2 Cost Portion. The following information must be included in the cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- i. A per image rate to convert microfiche sheets containing case indexes per the requirements of this RFP.
- ii. A per image rate to convert microfiche sheets containing case files per the requirements of this RFP.
- iii. The cost to build a SQL 2014 database per the requirements of this RFP.
- iv. An itemization of all ancillary costs related to fulfilling the requirements of this RFP including, but not limited to, cost per DVD, solid-state hard drive, and shipping, as applicable.
 - a. These costs shall **not** be built into the per-image rates, but shall be additional line items.

- v. A detailed, line-item budget supporting the per-image rates and all other costs.
- vi. A full explanation of all budget line items in a narrative entitled “Budget Justification,” along with a description of what the vendor proposes to keep costs at a minimum.
 - a. Vendor shall include all applicable costs for this project, including but not limited to set-up, software, hardware, transportation and media.
- vii. The vendors cost proposal shall account for the potential duration of the contract. If rates will vary over the years of the contract, the vendor should specify the rates in each given year.

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.

9.0 OFFER PERIOD

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

10.0 EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0 in the Administrative Training Room at 800 11th Street, Modesto, California, room 100.

The JBE will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the JBE will post an intent-to-award notice at <http://www.stanct.org/request-proposals>.

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	30 points
Clarity of digitized images	25 points
Accuracy of CSV Data File	15 points
Guaranteed turnaround time	10 points
Experience on similar assignments	10 points
Ability to create database with user interface	5 points
Acceptance of the Terms and Conditions	5 points
DVBE incentive*	3 points

*With the 3% DVBE incentive, a proposer may achieve 103 total points.

11.0 SAMPLES

The Court will require the top two (2) candidates to provide samples. Each bidder will be provided with one (1) microfiche sheet containing case files and one (1) microfiche sheet containing case indexes. The vendor shall process 5 images from the microfiche sheet containing case files per the requirements of this document and 1 image from the microfiche sheets containing case indexes. One CSV file and the appropriate number of PDF files should be returned to the court as samples, along with the original items.

The original items, along with the samples shall be received no later than the date and time listed in section 3. Failure to return the items by the above referenced date may be deemed as non-responsive, and the vendor may be excluded from the bid process.

Vendors will be responsible for the cost of producing the samples and shipping the samples to the Court. The Court will cover the cost of shipping the original items to the vendors.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,”

“proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 10.0 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 INTENTIONALLY LEFT BLANK.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see 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 the proposal due date. Protests must be sent to:

RFP 1516006 – Microfiche Project (DO NOT OPEN)
Attn: Protest Hearing Officer
800 11th Street, Room 100
Modesto, CA 95354

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(IT GOODS AND SERVICES)**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“JBE”)
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to buyer@stanct.org (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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. Once submitted, questions become part of the procurement file and are subject to disclosure. Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the JBE’s responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the JBE via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the JBE may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the JBE of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The JBE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. All addenda shall be posted to the

JBE's website at <http://www.stanct.org/request-proposals>. It is each Proposer's responsibility to inform itself of any addendum.

- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the JBE via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the JBE in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the JBE no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the JBE may reject the proposal; however, the JBE may, at its sole option, correct arithmetic or transposition errors or both. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and how they were corrected, and given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE.
- B. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE'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 JBE 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 JBE'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 JBE 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 JBE or the State of California responsible for the cost of preparing the proposal.

- D. Proposers are specifically directed **NOT** to contact any JBE 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 JBE personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. The JBE will follow the following process in evaluating proposals.
 - 1. The JBE will first open the non-cost portion of each proposal received by the appropriate deadline to confirm that it meets the format requirements specified in the RFP.
 - 2. The JBE will complete its evaluation of the non-cost portions of all such proposals using the methods specified in the RFP.
 - 3. The JBE will publish the results of the completed non-cost evaluation at the following location: <http://www.stanct.org/request-proposals>. Because the small business preference and DVBE incentive cannot be properly applied until both the non-cost and cost portions of the proposals have been scored, these factors will be excluded when publishing the results of the completed non-cost evaluation.
 - 4. The JBE will publicly open the cost portion of the proposals as specified in the RFP. The JBE will not, however, open the cost portion of any proposal determined to have a material deviation in the non-cost portion.
 - 5. The JBE will evaluate the cost portion of the proposals opened in item A.4 above. All figures entered on the cost portion must be clearly legible.
- B. Proposals that contain false or misleading statements may be rejected if in the JBE's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the JBE may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. Intentionally left blank.

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

- B. **THE JBE DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.**
Payment is normally made based upon completion of tasks as provided in the agreement between the JBE and the selected Proposer. The JBE 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 JBE and the selected Proposer.
- C. Upon a Proposer's timely request, the JBE may consider a Proposer's "best financing alternative" (including lease or purchase alternatives). If the RFP is posted more than 30 days before the proposal due date and time listed in the timeline of the RFP, the Proposer's request must be received by the JBE at least 30 days before the proposal due date and time. If the solicitation is posted less than 30 days before the proposal due date and time, the Proposer's request must be received by the JBE by the day that is halfway between the posting date and the proposal due date. The JBE may determine that a specific financing alternative should not be considered.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the JBE.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- C. The JBE will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the JBE no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. 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 JBE may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Rebecca Fleming, Court Executive Officer.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will 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 the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE 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 JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The JBE complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Joshua Woolworth, Business Analyst.

16. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS



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

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to [Contractor name], and the term “JBE” or “JBE” refers to the **Superior Court of California, County of Stanislaus**. This Agreement is entered into between Contractor and the JBE
2. This Agreement is effective as of [Date] (“Effective Date”) and expires on [Date] (“Expiration Date”). This Agreement includes one or more options to extend through [Date or “N/A”].

3. The title of this Agreement is: Master Agreement for **Microfiche Digital Conversion**. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of the goods and services requested in RFP1516006. This Master Agreement does not of itself encumber funds and the JBE is not obligated to encumber funds as a result of entering into this Master Agreement.

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

4. 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 – Statement of Work
 Appendix B – Payment Provisions
 Appendix C – General Provisions
 Appendix D – Defined Terms

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of Stanislaus	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>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Fleming, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS PO Box 732 Modesto, CA 95353	ADDRESS [Address]

APPENDIX A
Statement of Work

1. Background, Purpose, and Ordering.

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor’s provision of Work to the JBEs. “Work” shall mean the Goods, Services, and Deliverables as further described in Sections 2 and 3 below. This Agreement does not obligate the JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.2** Under the Master Agreement, the JBE may at its option place orders for the Work using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement, and any term in the purchase order that conflicts with or alters any term of the Master Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE.
- 1.3** This Agreement is a nonexclusive agreement. The JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by the JBE to provide the Work.

2. Goods – *No goods are requested under this Master Agreement.*

3. Services.

3.1 Description of Services. As ordered by the JBE under a Purchase Order, Contractor shall perform the following services (“Services”) for the JBE:

A. Microfiche sheets containing case indexes

- (1) The case index sheets will be converted into a Comma-Separated Value (CSV) file that will allow a user to conduct text searches.
- (2) The searchable values shall, at a minimum, allow the end user to search by case number, filing date, name, cross-reference name, and case type.
- (3) Each file shall contain the header name of the column.
- (4) Each file shall have the same data structure.
- (5) The digital format provided shall allow the court to combine all case indexes into one file.
- (6) The data in the final product shall be at least a 99.9% accurate representation of the data in the original image.

B. Microfiche sheets containing case files

- (1) The case files will be converted into portable document format (PDF).
- (2) Each case file will be submitted to the court as a separate file with the case number as the file name.
 - (a) There may be cases that share a case number with a different case. The vendor will accommodate this scenario, so as not to lose or combine cases in error.

- (3) Image quality will be first rate.
- (4) Images will be an accurate representation of the original information in a digital format (i.e., no spill over)
- (5) Images will be enhanced as appropriate to ensure optimum readability.
- C. Build a SQL 2014 database to store the index file data received in Appendix A, section 3.1, subsection A.
 - (1) This should include a user-friendly interface that would allow a user to identify a case number by searching and filtering the remaining data fields.
 - (2) Ability to search with wildcards would be preferable.
 - (3) Ease and speed is the ultimate goal.
 - (4) Only one database needs to be created. The database will need to be able to accommodate the data files received in accordance with Appendix A, section 3.1, subsection A. The data files shall easily upload into the database.
- D. Electronic file transfer shall be through a solid-state hard drive, SFTP, or a combination of the both.

3.2 Description of Deliverables. As ordered by the JBE under a Purchase Order, Contractor shall deliver to the JBE the following work products (“Deliverables”):

- A. Microfiche sheets containing case indexes
 - (1) A Comma-Separated Value (CSV) file that contains the data requested in section 3.1, subsection A of this agreement. The data shall be in the format requested.
- B. Microfiche sheets containing case files
 - (1) A portable document format (PDF) file for each case with the case number as the file name.
 - (a) There may be cases that share a case number with a different case. The vendor will accommodate this scenario, so as not to lose or combine cases in error.
- C. An SQL 2014 database to store the index file data received under Appendix A, section 3.2, subsection A.
- D. Upon acceptance of the work, vendor shall provide a copy of all electronic files on a DVD for backup.

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.

- A. Microfiche sheets containing case indexes
 - (1) Are in a Comma-Separated Value (CSV) file format.
 - (2) The searchable values, at a minimum, allow the end user to search by case number, filing date, name, cross-reference name, and case type.
 - (3) Each file contains the header name of the column.
 - (4) Each file has the same data structure.

- (5) The digital format provided allows the court to combine all case indexes into one file.
- (6) The data in the final product is at least a 99.9% accurate representation of the data in the original image.

B. Microfiche sheets containing case files

- (1) The case files are in a portable document format (PDF).
- (2) Each case file will be submitted to the court as a separate file with the case number as the file name.
 - (a) There may be cases that share a case number with a different case. The vendor will accommodate this scenario, so as not to lose or combine cases in error.
- (3) Image quality is first rate.
- (4) Images are an accurate representation of the original information in a digital format (i.e., no spill over)
- (5) Images are easy to read.

C. Build a SQL 2014 database to store the index file data received in Appendix A, section 3.1, subsection A.

- (1) Has a user-friendly interface that allows a user to identify a case number by searching and filtering the data fields.
- (2) Has the ability to search with wildcards.
- (3) Is quick and easy to use.
- (4) Can easily import the data provided under Appendix A, section 3.1, subsection A.

3.4 Timeline. Contractor must perform the Services and deliver the Deliverables according to the following timeline:

[To be provided via the Contractor, and accepted by the Court.]

3.5 Project Managers. The JBE's project manager is: **[Insert name]**. 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 to the JBEs 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 and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service 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, tools 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 Work being provided to the JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor 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 Work covered by the Stop Work 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 Work 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 the Work. The JBE shall make an equitable adjustment in the delivery schedule, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for performance of any part of the Purchase Order; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

C. The JBEs 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 requirements or specifications, including 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 the portion of the Purchase Order that 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.

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor:

Date submitted to the JBE: _____

The Services or Deliverables are:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Name of JBE: _____

Date: _____

END OF ATTACHMENT

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 that 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:
 - *[To be determined.]*
 -
 - 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 JBEs will not make any advance payments.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.
 - 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 any maximum amounts set forth in the JBE's travel expense policy.
 -
 - 4.3 **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 to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

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 with respect to such JBE.

1.2 Turnover. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

2. Contractor Certification Clauses. Contractor certifies to the JBE that the following representations and warranties, which shall apply to this Agreement, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs 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 JBEs.

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 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.

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.

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 its obligations.

- 2.7 Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement.
- 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 to the JBE and maintain at the 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.

- 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, 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.
- 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 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 JBEs are 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 that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such 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 JBEs 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 directed by the JBE, Contractor shall immediately: (a) stop Services (or development of Deliverables) 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.** JBE's payment obligations 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, and the JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs 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.**
 - 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: (i) the JBE may 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; (ii) the JBE may require Contractor to enter into nonbinding mediation; (iii) the JBE may exercise, following Notice, the JBE's right of early termination of this Agreement as provided herein; and (iv) the JBE may 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, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

C. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, 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 JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor and the JBE 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 that 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:
[name, title, address]	[name, title, address]
<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 to this Agreement, provided, however that if this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to this 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, Gender, and Gender Identity 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: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

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 the 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 JBEs 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, 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 JBEs.

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 enforceable only if sufficient funds are made available to the JBE by the United States 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, certify in a report to the JBE: (1) the total amount of money Contractor received; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work; (3) the amount each DVBE subcontractor received from Contractor in connection with the work; and (4) that all payments 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 applicable 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 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 JBEs. "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 seventy-five percent (75%) 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 JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. 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 shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

11.3 Audit. Contractor must allow the JBEs or their 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 of 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 (including Deliverables) 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 its Confidential Information. Contractor will notify the affected 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 such JBE's 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 JBEs 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, regarding any Deliverables or any other work product to be provided to the JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related 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 or other work product 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 Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 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 by the JBE 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 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.

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

11.13 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.

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

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

11.16 Court Property. The Contractor shall not send Court Property outside the contiguous United States. The contiguous United States is defined as the 48 adjoining U.S. states on the continent of North America that are south of Canada and north of Mexico, plus the District of Columbia. The term excludes the non-contiguous states of Alaska and Hawaii, and all off-shore U.S. territories and possessions, which include American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the United States Virgin Islands.

The Contractor must store Court Property in a safe place or environment that will prevent any loss or damage to Court Property.

All Court Property shall be returned to the Court in their original condition. Contractor shall use shipping methods that will prevent any loss or damage to Court Property.

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 its 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 JBEs’ 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.

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

“**Court Property**” includes, but is not limited to, the microfiche sheets that are referred to in this Master agreement.

“**Deliverables**” is defined in Appendix A.

“**Effective Date**” is defined on the Coversheet.

“**JBE**” 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.

“**JBEs**” and “**JBE**” are defined on the Coversheet.

“**Judicial Branch Entity**” or “**Judicial Branch Entities**” means the JBE and any other 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.

“Work” is defined in Appendix A.


ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts Attachment 2: JBE Standard Terms and Conditions (“Attachment 2”) without exception.

OR

2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 4 GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the JBE will reject a proposal from a Proposer that does not indicate acceptance of these clauses.


Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) 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.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not 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.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from
the Judicial Council of California (JCC) on behalf of the Superior Courts of California

1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address: Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798
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SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN		
	BUSINESS NAME - IF DIFFERENT FROM ABOVE		E-MAIL ADDRESS
	REMITTANCE MAILING ADDRESS		BUSINESS ADDRESS (if different from remittance mailing address)
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
	PHONE NUMBER		FACSIMILE NUMBER

3 Payee Entity Type Complete One Box Only	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _		
	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> EXEMPT (NON-PROFIT)
<small>NOTE A taxpayer identification number is required</small>	<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> CORPORATION - LEGAL	<input type="checkbox"/> GOVERNMENT
	<input type="checkbox"/> CORPORATION - MEDICAL	<input type="checkbox"/> OTHER -	<input type="checkbox"/> ESTATE OR TRUST
	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR		
	ENTER SOCIAL SECURITY NUMBER (SSN) _ _ - _ - _ _ _		

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.

4 Resident Status	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business <input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding. <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached
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5 Certification	Under penalties of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
	3. I am a U.S. citizen or other U.S. person, as defined by the IRS.		
Vendor Contact Information and signature	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category	Please choose from the JCC Vendor category below to help us expedite payment		
	<input type="checkbox"/> ARBITRATOR <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> OTHER (<i>description required</i>) <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GRAND JURY <input type="checkbox"/> RENT <input type="checkbox"/> SETTLEMENTS/AWARDS <input type="checkbox"/> COURT APPT. COUNSEL <input type="checkbox"/> INTEREST PAYMENTS ONLY <input type="checkbox"/> DECEASED FINAL PAYMENT <input type="checkbox"/> COURT REPORTER <input type="checkbox"/> COURT INTERPRETER: (<i>indicate language</i>) <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> MEDIATOR <input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS		
Court Contact	COURT CONTACT NAME	PHONE NUMBER	EMAIL

FOR JCC USE ONLY (Form updated 08/26/2014)

Assigned Vendor Number	Assigned By:
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Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>

SECTION 6 TO BE FILLED OUT BY COURT

6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

BIDDER DECLARATION

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

- 1. DGS Supplier ID number: _____
- 2. DVBE Certification active from _____ to _____
- 3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

- A. State the percentage of the contract work Bidder will subcontract: _____
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

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

- 4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
- 5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

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

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

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

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

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

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

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

<i>Company Name (Printed)</i>		<i>Tax ID Number</i>
<i>Address</i>		<i>Telephone 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>	

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional sheets if more than one principal)*
 Principal Name: _____ Principal Phone: _____
 Principal Address: _____

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

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

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

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

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

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

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

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

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

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

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

Instructions for Section 1

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

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number,

address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

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

** L07 **		** L07 **				
CK0303		STANISLAUS COUNTY SUPERIOR COURT INDEX				
1974-1992		CIVIL - CRIMINAL - PROBATE				
		DATE 1/25/93 PAGE 4925				
CASE NO.	DATE FILED	PLAINTIFFS-DEFENDANTS-ESTATES OF D-DENOTES DEFENDANT	CROSS REFERENCE NAME	TITLE	CASE TYPE	REC. NO.
252500	3/16/90	D JOHNSTON JOHN	JOHNSTON LINDA	DISSOLUTION	CIVIL	337117
175853	5/15/81	D JOHNSTON JOSEPH DAVID	JOHNSTON JANICE KAY	DISSOLUTION	CIVIL	083093
166661	4/01/80	JOHNSTON JUDITH A	SEAFIGHT CARL R	PERSONAL INJURY	CIVIL	053560
143351	4/05/77	JOHNSTON JUDITH ANN	SMITH LARRY FREDERICK	RECIPROCAL	CIVIL	051002
265810	3/29/91	JOHNSTON JUDY	JACOBSON JOHN	PERSONAL INJURY	CIVIL	398861
265810	3/29/91	JOHNSTON JUDY	OSBORNE MICHAEL GENE	PERSONAL INJURY	CIVIL	398863
213038	2/25/86	D JOHNSTON JULIE A	JOHNSTON JEFFREY M	DISSOLUTION	CIVIL	211824
240713	2/27/89	D JOHNSTON KATHLEEN	CENTRAL FINANCIAL CONTROL	COMPLAINT - MISC	CIVIL	300393
240713	2/27/89	D JOHNSTON KATHLEEN	SYNDICATED OFFICE SYSTEMS	COMPLAINT - MISC	CIVIL	300397
139955	10/18/76	D JOHNSTON KATHLEEN ANN	JOHNSTON FERREL DEE	DISSOLUTION	CIVIL	041287
145926	8/08/77	JOHNSTON KATHLEEN ANN	JOHNSTON FERREL DEE	RECIPROCAL	CIVIL	054943
175332	4/24/81	JOHNSTON KATRINA M	JOHNSTON JEFF H	PETITION - MISC	CIVIL	081432
255276	6/08/90	D JOHNSTON KEN	MECCA DIANE	PERSONAL INJURY	CIVIL	345522
255276	6/08/90	D JOHNSTON KEN	MECCA SHANE ROBERT MIN	PERSONAL INJURY	CIVIL	345530
168276	6/12/80	D JOHNSTON LAURA GAIL	JOHNSTON WILLIAM GEORGE JR	DISSOLUTION	CIVIL	058727
230077	2/01/88	D JOHNSTON LAWRENCE D		CRIMINAL	CRIMINAL	266213
157486	2/02/79	JOHNSTON LEISA S	OLSON KENNETH & BEVERLY	PERSONAL INJURY	CIVIL	087035
157486	2/02/79	JOHNSTON LEISA S	STAM COUNTY	PERSONAL INJURY	CIVIL	087037
157486	2/02/79	JOHNSTON LEISA S	VASCONCELLOS HARRY	PERSONAL INJURY	CIVIL	087039
157486	2/02/79	JOHNSTON LEISA S	VASCONCELLOS MARGARET	PERSONAL INJURY	CIVIL	087041
215273	5/27/86	D JOHNSTON LEOMA LEE EST OF	VILAS NATASHA	PERSONAL INJURY	CIVIL	219411
170504	9/22/80	D JOHNSTON LINDA	ANDERSON ALISA L	PERSONAL INJURY	CIVIL	065311
170504	9/22/80	D JOHNSTON LINDA	ANDERSON CHERYLE	PERSONAL INJURY	CIVIL	065313
176096	5/28/81	JOHNSTON LINDA	JOHNSTON DONALD MILLER	RECIPROCAL	CIVIL	083829
252500	3/16/90	JOHNSTON LINDA	JOHNSTON JOHN	DISSOLUTION	CIVIL	337116
219609	11/21/86	JOHNSTON LINDA CAROL	JOHNSTON RICHARD AARON	DISSOLUTION	CIVIL	255330
265708	3/27/91	D JOHNSTON LIVEA	KAVANAGH DONALD JR	COMPLAINT - MISC	CIVIL	398480
265708	3/27/91	D JOHNSTON LIVEA	VISS DONALD	COMPLAINT - MISC	CIVIL	398508
265708	3/27/91	D JOHNSTON LIVEA	WARD BEN	COMPLAINT - MISC	CIVIL	398536
265708	3/27/91	D JOHNSTON LIVEA	WATERFORD HOUSING ASSOCIATES	COMPLAINT - MISC	CIVIL	398564
142998	3/21/77	JOHNSTON LLOYD HIRAM DEC		JOINT TENANCY	PROBATE	049292
161717	8/10/79	JOHNSTON LUCELIA	JOHNSTON BRYCE L	DISSOLUTION	CIVIL	037733
243321	5/23/89	JOHNSTON LUCELIA	SHAW KAREN	PERSONAL INJURY	CIVIL	308975
136394	3/24/76	JOHNSTON LYDIA ELIZABETH DEC		PROBATE OF WILL	PROBATE	031811
206334	4/05/85	D JOHNSTON MARIAN C	JOHNSTON RAYMOND L	DISSOLUTION	CIVIL	188455
194254	10/03/83	JOHNSTON MARIAN CORA CONS		CONSERVATORSHIP	PROBATE	149004
136889	4/22/76	D JOHNSTON MARILYN BEATRICE	LEONG NANCY	PERSONAL INJURY	CIVIL	035165
174784	4/01/81	JOHNSTON MARK A	JOHNSTON TWYLA J	DISSOLUTION	CIVIL	079506
192550	7/13/83	D JOHNSTON MARK ARTHUR	JOHNSTON DON ALAN	PETITION - MISC	CIVIL	142844
192550	7/13/83	D JOHNSTON MARK ARTHUR	JOHNSTON SASHA SUZANNE	PETITION - MISC	CIVIL	142846
206111	3/27/85	D JOHNSTON MARK ARTHUR	JOHNSTON TWYLA JANE	DISSOLUTION	CIVIL	187710
236360	9/14/88	D JOHNSTON MARLEEN	PETERS RONALD	COMPLAINT - MISC	CIVIL	286450
172426	12/16/80	D JOHNSTON MARLENE Y	JOHNSTON DAVID C	DISSOLUTION	CIVIL	070845
220993	2/02/87	D JOHNSTON MARLENE Y	JOHNSTON DAVID C	DISSOLUTION	CIVIL	234097
152892	7/06/78	JOHNSTON MARSHA	JOHNSTON JAMES S	DISSOLUTION	CIVIL	073582
157706	2/13/79	D JOHNSTON MARSHA	STAN COUNTY	TAX LIEN	CIVIL	087947
219329	11/12/86	JOHNSTON MARY GERTRUDE DEC		PROBATE OF WILL	PROBATE	234518

STANISLAUS COUNTY MUNICIPAL COURT
--CRIMINAL INDEX--
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CASE NO.	FILING DATE	DEFENDENT	VIOLATIONS	T APPEAR P	DATE	TIME	R COURT T	DISPOS. DATE	REC. NO./ ERROR MESSAGE
M084068	09/27/82	WASS, ARLEN ENGVAL	14601.2A VC M	X	04/04/83	0830FA	RIVF	04/07/83	
M002791	05/03/76	WASSON, BILLY WAYNE	23102A VC M	C	07/26/76	130	MODB	05/31/83	
M071454	10/17/81	WATERMAN, MICHAEL AMOS	23102A VC M	X	11/03/81	0830A	TURG	11/23/82	
M077290	03/17/82	WATERMAN, RICK R.	484/488 PC M	A	07/29/83	OAM FA	MODA	08/30/83	
M064468	04/20/81	WATERMAN, RICK RALPH	484A PC M	A	10/30/81	OAM FA	MODD	10/06/82	
M067995	08/18/81	WATERS, DON LEON ETAL	484/488 PC M	X	12/21/81	0830PS	MODB	12/21/81	
M067995	08/18/81	WATERS, DON LEON ETAL	484/499 PC M	X	12/02/82	0830PR	MODF	12/02/82	
M067947	08/04/81	WATERS, MICHAEL HOWARD	11357B H&S M	X	08/11/81	0830A	TURG	01/12/83	
M076114	02/10/82	WATERS, WINSTON LAMAR	23152A&B VC M	C	09/30/83	0830FA	MODA	09/29/83	
M058301	12/08/80	WATKINS, BONNIE PATRICIA ETAL	647F/415.1/148 PC M	X	/ /	/	TURG	10/19/82	
M076663	02/24/82	WATKINS, CAROLYN JOAN	20002A VC M	X	/ /	/	MODB	03/09/83	
M088370	01/03/83	WATKINS, CAROLYN JOAN	484A PC M	F	06/08/83	0830PS	MODB	06/08/83	
M078144	04/06/82	WATKINS, GILBERT WYATT	484 PC M	A	04/28/82	0830A	MODD	04/28/82	
M093200	05/17/83	WATKINS, HOWARD	240/242 PC M LNC	X	/ /	/	MODB	05/17/83	
M085728	10/21/82	WATKINS, JAMES WILLIAM	484A PC/10852 VC M	A	10/28/82	0830CA	MODD	10/28/82	
M086770	11/18/82	WATKINS, JAMES WILLIAM	14601.2A 1P VC M	D	12/09/82	WAM A	MODA	08/15/83	
M085860	11/17/82	WATKINS, JAMES WILLIAMS	14601.2A 1P VC M/4000 VC I	X	12/27/82	BWM	RIVF	08/15/83	
M100084	10/21/83	WATKINS, JAMES WILLIAMS	14601.2A 2P VC M	D	11/23/83	130 PC	MODA	11/23/83	
M069916	08/28/81	WATKINS, JOSEPH	23102A 1P VC M	C	09/24/82	0830FA	MODA	12/17/81	
M085755	10/22/82	WATKINS, PATRICA BONNIE	4143A B&P M	A	08/29/83	0830FA	MODD	08/24/83	
M088846	01/12/83	WATKINS, RANDY	647F/148/594 PC M	A	07/25/83	0830FA	MODA	07/18/83	
M089350	02/18/83	WATKINS, SANDRA ELBERTA	647F/415.3 PC M	X	/ /	/	TURG	03/16/83	
M097130	08/28/83	WATSON, BRIAN EDWARD	CAC TIT 14 700 M	X	09/23/83	130 A	OAKF	09/23/83	
M089946	02/11/83	WATSON, DANIEL KEITH	476A(A) PC M	A	03/31/83	0830PS	MODB	03/31/83	
M075839	02/04/82	WATSON, EDDIE	647F PC M	B	/ /	/	MODA	02/04/82	
M077229	03/15/82	WATSON, EDWARD EUGENE	647F PC M	B	/ /	/	MODD	03/15/82	
M079976	05/24/82	WATSON, EDWARD EUGENE	647F PC M	B	07/02/82	0830PV	MODD	07/06/82	
M080118	05/28/82	WATSON, EDWARD EUGENE	647F PC M	B	09/01/82	130 PH	MODD	09/01/82	
M080118	05/28/82	WATSON, EDWARD EUGENE	647F PC M	X	10/27/82	0830PM	MODD	10/27/82	
M080566	06/07/82	WATSON, EDWARD EUGENE	647F PC M	B	16/17/82	WAM PC	MODD	07/06/82	
M080910	06/18/82	WATSON, EDWARD EUGENE	647F PC M	E	07/02/82	0830A	MODD	07/06/82	
M081156	06/24/82	WATSON, EDWARD EUGENE	415.2/415.1/415.3 PC M	A	07/06/82	0830A	MODD	07/06/82	
M083203	08/12/82	WATSON, EDWARD EUGENE	647F PC M	B	09/01/82	130 PC	MODD	09/01/82	
M083203	08/12/82	WATSON, EDWARD EUGENE	647F PC M	X	10/27/82	0830PM	MODD	10/27/82	
M075923	02/08/82	WATSON, EDWARD LEE	647F PC M	B	02/10/82	0830A	MODA	02/10/82	
M096575	07/29/83	WATSON, GERALD MALCOLM	14601.2A VC M	D	08/30/83	08300	MODA	08/30/83	
M043666	12/05/79	WATSON, JAMES PAUL	11357C H&S M	A	02/25/80	0830FA	MODD	04/19/82	
M074547	12/29/81	WATSON, JESSE JR.	245A PC F	X	02/08/82	130 FE	MODB	02/10/82	
M077294	03/17/82	WATSON, KATHERINE LUCILLE ETAL	415.1 PC M	A	09/02/82	0830PR	MODD	06/17/82	
M074309	12/17/81	WATSON, KATHLEEN MARIE	2101 2CTS CUIC M	A	07/30/82	0830FA	MODD	07/14/82	
M083956	09/02/82	WATSON, LORENZO FLEMING	14601.2A/31 VC M	D	12/30/82	0830FA	MODF	11/19/82	
M084255	09/13/82	WATSON, LORENZO FLEMING	14601A VC M	D	10/21/82	08300	MODD	10/21/82	
M090075	02/16/83	WATSON, MELVIN JESS ETAL	459 PC M	X	03/29/83	0830PS	MODB	03/29/83	
M100400	11/03/83	WATSON, PHILLIP	664/459 PC F LNC	X	/ /	/	MODD	11/03/83	
M080668	06/10/82	WATSON, RICHARD CHARLES	23152A VC M/23224A VC I	C	07/22/83	0830FA	MODA	07/22/83	
M077405	03/17/82	WATSON, RICHARD TY	14601.1A 1P VC M	C	06/16/82	0830FA	MODD	06/17/82	
M082683	08/02/82	WATSON, RICHARD TY	14601A/23109E VC M	D	10/20/82	0830CT	MODD	10/20/82	
M085986	10/27/82	WATSON, RICHARD TY	23152A 1P VC M	C	01/14/83	0900JT	MODF	01/14/83	
M041707	10/11/79	WATSON, ROY CARL	415.2/602.5 PC M	A	02/26/80	0830FA	MODD	09/01/82	
M045193	01/14/80	WATSON, ROY CARL	484A PC M	A	03/25/80	OAM FA	MODD	09/01/82	
M046792	03/03/80	WATSON, ROY CARL	484A PC M	A	03/10/80	0830A	MODD	09/01/82	
M084335	09/14/82	WATSON, ROY CARL ETAL	666 PC M	F	10/25/82	0830PS	MODD	10/25/82	
M084335	09/14/82	WATSON, ROY CARL ETAL	666 PC M	X	03/04/83	BWM PR	MODB	04/01/83	
M085500	10/26/82	WATSON, ROY CARL JR.	647F PC M	X	/ /	/	MODC	10/26/82	
M072298	10/30/81	WATSON, SHEILA	666 PC M	X	03/02/82	0830PM	MODA	03/02/82	
M075420	02/09/82	WATSON, STEPHANIE LYNN NOLAN	12500A VC M	X	08/09/82	0830FA	MODC	08/12/82	
M075420	02/09/82	WATSON, STEPHANIE LYNN NOLAN	12500A VC M	X	/ /	/	OAKF	08/10/82	