



Superior Court of California, County of Marin
3501 Civic Center Drive
San Rafael, CA 94903

TO: POTENTIAL VENDORS

FROM: Superior Court of California, County of Marin

DATE: 12/19/2008

SUBJECT: REQUEST FOR PROPOSAL FOR COPY MACHINE
PURCHASE AND MAINTENANCE SERVICE

**ACTION
REQUIRED:** You are invited to respond to this Request for Proposal
Project Title: **Color Digital Imaging System**
Request For Proposal (RFP) Number: 08RFP04-IT

DEADLINE: Proposal must be received by Monday, January 12, 2009, no
later than 3:00 p.m. PST

SUBMISSION: Proposals should be sent to:
Marin County Superior Court
Attn: Purchasing
3501 Civic Center Drive, Room 116
San Rafael CA, 94903

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1.0 GENERAL INFORMATION

- 1.1 This solicitation is in the form of a Request for Proposal (RFP) and is the means for prospective copy machine vendors and maintenance providers to submit their proposal to the Superior Court of California, County of Marin (“Court”) for the services described in this document. The Court is a government entity in the Judicial Branch of the State of California.

2.0 SOLICITATION – RFP SCHEDULE

- 2.1 The Court has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the Court’s discretion. Note there will be no pre-proposal conference.

	<u>KEY EVENTS</u>	<u>KEY DATES</u>
1	Issue RFP	December 19, 2008
2	Deadline for Proposer Requests for Questions, Clarifications or Modifications	January 5, 2009
3	Court posts Addendum for Answers, Clarifications or Modifications	January 6, 2009
4	Proposal Due Date and Time	Monday, January 12, 2009, 3:00 p.m. (PST)
5	Potential Interviews and Demonstrations (estimated)	Week of January 19, 2009
8	Notice of Award (estimated)	January 23, 2009

The RFP and any addenda that may be issued will be available on the following website:

http://www.marincourt.org/purchasing_bids_proc.cgi

3.0 SCOPE OF WORK

3.1 Background – The Marin County Superior Court will be accepting proposals for the purchase of one (1) new Multifunctional Color Copier / Network Printer / Scanner. The Court is seeking a copier with high speed productivity, professional finishing capabilities, and a robust set of versatile features. The proposed copier will be used for approximately 400,000 copies annually. The copier is to be installed in Room 116 of the Marin County Civic Center. The specifications in Section 3.2 describe the minimum specifications for a new, current production model.

3.2 Minimum Copier Specifications:

- Print speed: B&W 55 ppm / Color 50 ppm
- Paper sizes up to 11" x 17"
- Paper capacity; minimum three (3) adjustable paper trays plus manual bypass
- Additional 8 ½" x 11" large capacity tray of 3,000 sheets
- Paper weights up to 110 lb. index stock
- Automatic duplexing
- 100 sheet automatic document feeder
- 50 sheet stapling
- Booklet finishing
- 2 or 3 hole punching
- Reduction/Enlargement 25% to 400% (1% increments)
- Print resolution 600 dpi
- Warm up time less than 5 minutes
- High-Speed Scanning
- Scan to Email capabilities
- Scan to Folder
- Image Formats PDF, TIFF
- Document Server HDD 80GB
- Network printing
- Network access must be compatible with the TCP/IP networking
- 10/100MB Ethernet connection capability.
- Maximum footprint of base configuration 70" width x 36" depth x 50" height

- 3.3 The proposed copy machine and pricing must include:
- a. Set-up and installation of a fully functioning copier machine; All products ordered under any resulting Agreement from this RFP shall be completely installed and tested for functionality by the vendor. The vendor shall provide all material, equipment, parts and labor necessary for the installation of the ordered products. The vendor shall be responsible to transport all ordered products to the Court's facility prior to the installation. Service shall include delivery, installation, and set up with removal of all shipping debris.
 - c. Training for key court personnel operators and the information technology personnel on operating and maintaining the system; Training shall include instructions on the proper use of the equipment and features, briefing on the safety precautions, how to load paper, toner, and other consumable supplies as well as how to clear paper jams.
 - d. Service and maintenance shall include all consumable supplies (except paper), emergency repair service during normal business hours, periodic prevention maintenance, and operator training.
 - e. Court shall not be responsible for shipping goods to vendor for repair. The vendor must offer onsite maintenance services.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information needs to be included in the proposal:

- 4.1 **General Business Information (Attachment # 1):** Name, address, telephone, email contact, fax numbers, and federal tax identification number. Also provide a short description of your company, services, total years in business. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor. Also provide for each proposed subcontractor the information required in Section 4.1.
- 4.2 **References (Attachment # 2):** Name, addresses, and telephone numbers of a minimum of three (3) clients for whom the vendor has provided the proposed machine, including maintenance services. The Court may check references listed by the vendor.

- 4.3 **Vendor Certification Form (Attachment # 3):** To be considered for full evaluation and possible award, proposers must meet the threshold minimum qualifications requirements listed below:

No.	Minimum Qualifications
1	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government.
2	Three or more years experience providing copier equipment and services to customers of similar size and scope.
3	Vendor must meet all insurance requirements as set forth in <u>Exhibit 2</u> .
4	Vendor's submitting a proposal for award consideration must be an Original Equipment Manufacturer (O.E.M.) or factory authorized dealer for the equipment proposed.

- 4.4 **Pricing Sheet (Attachment # 4):** It is expected that all vendors responding to the RFP will offer government or comparable favorable rates.
- a. Vendor shall propose a fixed price for product, installation and training for the initial services. In no event will the court pay more than the fixed fee proposed by vendor for each task.
 - b. Pricing shall include all anticipated charges, including but not limited to: freight and delivery, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance.
 - c. Maintenance costs must include all maintenance (emergency, preventive, and remedial), and all operations supplies (drum replacement and consumable supplies such as: toner, developer, fuser agent, staples, sumps, preventive maintenance kits) and shall only exclude paper costs.
- 4.5 **Training Details (Attachment # 5):** Describe details of the training to be provided.
- 4.6 **Customer Service Details (Attachment # 6):** Describe details of your customer service unit.
- 4.7 **Service and Maintenance Agreement (Attachment # 7):** Provide specific details of the proposed maintenance agreement.

- 4.8 **Miscellaneous Questions (Attachment # 8):** Provide detailed answers to the questions listed.
- 4.9 **Proposal Checklist (Attachment # 9):** Include checklist of items submitted.
- 4.10 **Brochure / Specifications/ Warranty:** Include complete descriptive literature and a copy of the warranty for the machine you are proposing.

5.0 SUBMISSION OF PROPOSALS

- 5.1 All documents listed in Section 4.1 to Section 4.10 must be received no later than Monday, January 12, 2009, 3:00 p.m. PST at the following address:

Marin County Superior Court
Attn: Purchasing
3501 Civic Center Drive, Room 116
San Rafael, CA 94903

- 5.2 All proposals must be submitted in envelopes that are sealed. The outside of the envelope must be clearly marked with the RFP Number and the proposer's name.
- 5.3 All proposals must be delivered via U.S. Mail, express mail carrier, or hand delivery only. A receipt should be requested for hand delivered material. The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by express mail carriers or missed delivery.
- 5.4 A vendor's proposal is an irrevocable offer for thirty (30) days following the deadline for its submission.

6.0 CONTACT WITH COURT

All questions or comments regarding this RFP must be submitted via email to pbids@marincourt.org. At no time and under absolutely no circumstances shall vendors contact any Court personnel or anyone else in the State of California Judicial Branch prior to award. Unauthorized contact regarding this solicitation with any Court personnel or anyone else in the State of California Judicial Branch may be cause for rejection of the vendor's response.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority.

- a. Cost/pricing factors
- b. Ability of the product to meet the Court's requirements
- c. Product features and quality
- e. Service level commitment and customer references

Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award.

8.0 ADDITIONAL REQUIREMENTS

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

9.0 PROPOSED CONTRACT TERMS

The requested services will be provided pursuant to terms substantially in the form of this RFP's General Provisions, included in Exhibit B. Submittal of a proposal indicates that the vendor accepts these terms and conditions.

10.0 KNOWLEDGE OF REQUIREMENTS

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

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda.

11.0 PAYMENT METHODS

Payment terms will be in accordance with Exhibit A. THE COURT WILL NOT MAKE ANY ADVANCE PAYMENTS FOR GOODS OR SERVICES. The Contractor shall not request nor shall the Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job, nor will the Court pay for any overtime work. All fees and charges proposed should be inclusive of any and all anticipated travel, lodging, transportation, clerical support, materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements of this RFP.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

The Court will follow the intent of the California Public Records Act in handling materials received by vendors. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

13.0 REQUEST FOR CLARIFICATIONS OR MODIFICATIONS

13.1 Vendors interested in responding to this solicitation must submit ALL questions on procedural matters related to the RFP or requests for clarification or modification of this RFP via email to pbids@marincourt.org by the date and time indicated in the Key Events table in this RFP. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. Questions or requests submitted after the deadline

will not be answered. Without disclosing the source of the question or request, a copy of all submitted questions and the Court's respective responses will be provided simultaneously via email to all potential vendors.

- 13.2 If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and the vendor's reasons for proposing the change. Any such request must be submitted to pbids@marincourt.org by the date and time indicated in the Key Events table in this RFP.
- 13.3 If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

14.0 AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a bid discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the vendor shall immediately provide notice of the problem and request that the RFP be clarified or modified. Notice shall be submitted via e-mail to pbids@marimcourt.org.

15.0 ADDENDA

The Court may modify this RFP prior to the date fixed for submission of proposals by notifying potential proposers to whom the RFP was sent and posting an addendum on the Court's website. If a potential proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the Court no later than one day following the posting of the addendum via email to pbids@marincourt.org.

16.0 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new

or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the key Events. 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 Key Events section of this RFP.

17.0 DECISION AND AWARD OF CONTRACT

- 17.1 Questions regarding the Court's award of any business on the basis of proposals submitted in response to this solicitation document or on any related matter should be addressed to pbids@marincourt.org. The question will be forwarded to the appropriate contracting officer.
- 17.2 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with the requirements of the solicitation document. If a proposal fails to meet a material requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
- 17.3 Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation.
- 17.4 The Court will make a reasonable effort to execute any contract based on this solicitation document within thirty (30) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.

18.0 RIGHTS

- 18.1 The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to solicit similar proposals in the future. This proposal is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing a project plan or the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 18.2 The Court may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document requirements. The Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the Court's best interest. Moreover, the court reserves the

right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interests of the Court. The Court reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed and cost.

19.0 PROTEST PROCEDURES

- 19.1 General: Failure of a vendor to comply with the protest procedures set forth in this section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- 19.2 Prior to Submission of Request for Proposal: An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a RFP. Such protest must be received prior to the Statement Due Date and Time indicated on the cover sheet. The protestor shall have exhausted all administrative remedies discussed in this RFP prior to submitting the protest. Failure to do so may be grounds for denying the protest.
- 19.3 After Award: A vendor submitting a RFP may protest the award based on allegations of improprieties occurring during the RFP evaluation or award period if it meets all of the following conditions:
- a. The vendor has submitted a RFP that it believes to be responsive to the solicitation document;
 - b. The vendor believes that its RFP meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
 - c. The vendor believes that the Court has incorrectly selected another vendor submitting a RFP for an award.
- Protests must be received no later than five (5) business days after the protesting party receives a non-award letter.
- 19.4 Form of Protest: A vendor who is qualified to protest should submit the protest to the Project Manager identified on the coversheet of this RFP.
- a. The protest must be in writing and sent by certified or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
 - b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.

- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

- 19.5 Determination of Protest Submitted Prior to Submission of RFP: Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a RFP, the Court will provide a written determination to the protestor prior to the RFP Due Date. If required, the Court may extend the RFP Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.
- 19.6 Determination of Protest Submitted After Submission of RFP: Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.
- 19.7 Appeals Process: The Court's decision shall be considered the final action, unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, at the same address noted on the coversheet of this RFP, within five (5) calendar days of the issuance of the initial decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protests, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The initial decision contained errors of fact, and that such errors of fact were significant and material factors in the decision; or
- c. The initial decision was in error of law or regulation.

The vendor's request for appeal shall include:

- a. The name, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the initial decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the initial decision and shall issue a final determination.

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

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

EXHIBIT A
PAYMENT PROVISIONS

Payment provisions will be based on Contractor's proposal and will be completed at time of Contract Award

1. Compensation

1.1 Rates and Fees

1.2 Contractor will not bill for services and Court will not pay for services prior to delivery and acceptance of each Deliverable outlined in the Scope of Work.

1.3 Total Compensation. The fixed fee for the initial work as set forth in Section 1.1 Fees, of this Exhibit B, shall be the total complete Compensation to be paid to Contractor for the Work performed under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs in performing the Work.

2. Invoicing and Payment.

2.1 Contractor must submit invoices to the Court for Work performed and accepted.

2.2 Invoices will clearly indicate the following:

(A) The Agreement number;

(B) A unique invoice number;

(C) Contractor's name and address;

(D) Taxpayer identification number (Contractor's federal employer identification number);
and

(E) Preferred remittance address, if different from the mailing address.

(F) Number of hours worked, billing rate and the applicable phase of the project.

(G) Sales tax, if applicable, will be billed as a separate line item on the invoice.

2.4 Payment does not imply acceptance of Contractor's invoice or Work, and Contractor will immediately refund any payment made in error. At its option, Court may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

2.5 Contractor shall submit one (1) original and two (2) copies of invoices to the Court at the address indicated on Page 1 of this Agreement.

2.6 Invoices or vouchers not on printed bill heads shall be signed by Contractor or the person furnishing the supplies or services.

End of Exhibit A

EXHIBIT B
GENERAL PROVISIONS

1. PROFESSIONAL SERVICES

- 1.1 Initial Services.** The Court hereby retains Contractor's services to perform and complete all of the Work described in the SOW, and Contractor accepts such appointment and agrees to perform the Work in a timely manner in accordance with the terms and conditions set forth in this Agreement and the applicable SOW.
- 1.2 Additional Services.** The Court may from time-to-time during the term of this Agreement request Contractor undertake additional Works. Unless otherwise agreed by the Court a description of the additional Works shall be set out in a separate SOW referencing this Agreement and such Works shall be governed by the terms and conditions of this Agreement.
- 1.3 Acceptance.** All Work performed by Contractor under this Agreement is subject to written acceptance by the Court for conformity with the Acceptance Criteria set forth in the applicable SOW, if any, or as otherwise agreed by the Court.
- 1.4 Unacceptable Work.** If the Court reasonably determines that the Work does not conform to the acceptance criteria, or is otherwise unacceptable, the Project Manager shall detail its failure to meet the acceptance criteria. Contractor will have ten (10) business days from receipt of written notice to correct the failure(s) to conform the Work to the acceptance criteria. Contractor will re-submit the Work and the Court will re-apply the acceptance criteria to determine whether to accept the Work, repeating such process until the Court issues a written acceptance of the Work. If the Court rejects any Work two (2) times or more, it will have the right to terminate this Agreement, or the applicable SOW, at no expense to the Court, as further set forth in Section 6, Termination; Effect of Expiration or Termination, of this Exhibit B. If the Court terminates the Agreement due to a material default and desires to complete the project, it may acquire, under the terms and in the manner the Court considers appropriate, supplies or services similar to those terminated, and the vendor will be liable to the Court for any excess costs for those supplies or services.
- 1.5 Prior Work.** Any work performed by Contractor pursuant to Court's authorization but before execution of this Agreement or the applicable SOW will be considered as having been performed subject to the provisions of this Agreement.
- 1.6 Changes in Work.**
- (A) The Court reserves the right to require Contractor make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work. Contractor may also request additions, deletions or modifications to the Work, subject to the Court's prior written approval.
- (B) For any change proposed under Section 1.6(A) of this Exhibit B, Contractor agrees to submit to the Court:
- (1) a description of the proposed change and the reasons for the change;

- (2) a description of the total compensation to be paid to Contractor for undertaking the change, with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - (3) a statement of the expected impact on the schedule for completing the Work.
- (C) With respect to any change requested by the Court, if the Court agrees to the terms submitted by Contractor under Section 1.6(B) of this Exhibit B, Contractor shall be obligated to undertake such change following execution of a written amendment. With respect to any change requested by Contractor, Contractor may undertake such change only if the Court agrees in writing to the terms submitted under Section 1.6(B) of this Exhibit B.
- (D) If the Court does not agree to the terms of a change, Contractor will proceed diligently with the Work as agreed upon previously, unless otherwise directed by the Court, and any continuing disagreement will follow the dispute resolution process set forth in Section 1.8, Dispute Resolution, of this Exhibit B. Contractor shall not proceed with any change prior to receiving a written directive or written amendment executed by the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.

1.7 Stop Work.

- (A) The Court may, at any time, by delivery of a written order to stop work (a "Stop Work Order"), require Contractor to stop any or all of the Work, for up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- (B) Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable period during which the Work is stopped. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 6, Termination; Effect of Expiration or Termination, of this Exhibit B.
- (C) If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The Court may make an equitable adjustment in the delivery schedule, the amount payable hereunder, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the cancellation or expiration of the Stop Work Order.
- (D) If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.
- (E) The Court will not be liable for Contractor's loss of profits due to a Stop Work Order.

1.8 Dispute Resolution. Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court to discuss the matter and any actions necessary to resolve a dispute.

- (A) **Escalation.** If a dispute remains unresolved following written notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen (15) days of the effective date of the notice.
- (B) If the matter is not resolved as set forth in subsection A above, the aggrieved party will submit a second written notice which will:
 - (1) provide detailed factual information;
 - (2) identify the specific provisions in this Agreement on which any demand is based;
 - (3) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
 - (4) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
 - (5) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.
- (C) **Confidentiality During Dispute Resolution.** All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
- (D) Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of this Agreement.

2. Representations and Warranties.

2.1 Contractor's Representations and Warranties. Contractor represents and warrants that the following statements are true:

- (A) **Services Warranty.** Contractor represents and warrants that the services rendered and Work performed under this Agreement and attached SOWs will be performed in a competent and professional manner with requisite skill and diligence consistent with professional standards for the industry and type of work being performed, and in compliance with all applicable laws, rules and regulations. Contractor further warrants and represents that each of its employees, subcontractors, and agents assigned to perform the Work under any SOW shall possess the training, background, and skills reasonably commensurate with the level of performance required under such SOW. Contractor hereby acknowledges that

the Court is relying upon the accuracy, competence, and completeness of the services and Work to be performed hereunder by Contractor.

- (B) Product Warranties.** Contractor warrants
- (1) that all goods provided hereunder shall be new and will perform to the manufacturer's specifications, and shall be warranted against defects in material and workmanship. Contractor shall pass through all manufacturer supplied end-user warranties to Customer on all goods provided pursuant to this Agreement.
 - (2) that it has obtained from the manufacturers of all goods provided hereunder, and has the authority to and will assign or pass through to the purchaser of such goods, the following representations and warranties: that the manufacturers will at its own expense defend, indemnify and hold harmless Contractor, the Judicial Entities, including Court, from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the goods covered by this Agreement, (b) defect in material, workmanship or design or (c) infringement of any patent, trademark, trade secret, or copyright by any of the goods provided hereunder.
- (C) Non-Infringement.** Contractor represents and warrants that its owns, or are authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work, or in the Court's quiet enjoyment and use of the Work, and that all Work to be provided hereunder will not and does not infringe upon the intellectual property rights of any third party.
- (D) Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2.1, CONTRACTOR'S REPRESENTATIONS AND WARRANTIES, CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE SUBJECT MATTER HEREOF, AND CONTRACTOR IS NOT BOUND BY ANY REPRESENTATION OR INDUCEMENT NOT SET FORTH HEREIN.
- (E) 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.
- (F) No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under California Government Code section 1090 *et seq.*, or section 87100 *et seq.*, or under California Rules of Court 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Contractor further agrees that it

has no interest that would directly or indirectly conflict in any manner with its ability to fully and completely perform the Work of this Agreement.

- (G) **No Interference with other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of Contractor's other agreements.
- (H) **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened which may adversely affect Contractor, Contractor's business, financial condition, or the Work to be performed under this Agreement. Contractor will provide the Court with notice of any such claim or complaint filed against it in connection with any Work provided by Contractor under this Agreement or otherwise.
- (I) **Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code sections 8355-8357.
- (J) **Work Eligibility.** Contractor's personnel assigned to perform the Work of this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (K) **Compliance with Laws.**
 - (1) **General.** Contractor is in compliance in all material respects with all laws, rules and regulations applicable to its business, and pays all undisputed debts when they come due.
 - (2) **Specific.**
 - (a) **Non-discrimination.** Contractor does not unlawfully discriminate in employment practices or delivery of services because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, veteran status, sex (including gender identity), sexual orientation, or any other basis prohibited by law.
 - (b) **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom it may interact in the performance of this Agreement. Contractor takes all reasonable steps to prevent harassment from occurring.
 - (c) **Employment and Labor Laws.** Contractor also complies with the federal Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*), California's Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and California Code of Regulations, title 2, section 7285 *et seq.*

2.2 Representations and Warranties to Remain True. During the term of this Agreement, Contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor will promptly notify the Court if any representation and warranty becomes untrue.

3. Indemnity. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the AOC) the Court, including Judicial Branch Entities and Judicial Branch Personnel, from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except where such claim, damage, loss, judgment, liability or expense is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employees. Contractor's obligation to defend, indemnify, and hold harmless is not limited to, or restricted by, any requirement in this Agreement regarding Contractor.

4. Insurance.

4.1 Contractor will purchase and maintain during the term of this Agreement the minimum insurance set forth below, at its own expense. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. If any required insurance is written on a "claims made" form, Contractor must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the Termination Date. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work begins under this Agreement.

- (A) **Commercial General Liability.** The policy must cover premises operations, broad-form property damage, personal-injury hazards, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit;
- (B) **Workers' Compensation and Employer's Liability.** The policy must meet minimum requirements of the California Labor Code, and it must cover bodily-injury and property-damage at minimum limits of \$1 million per accident or disease;
- (C) **Commercial or Business Automobile Liability.** This policy must cover bodily-injury and property-damage liability and be applicable to all vehicles used in the performance of Work under this Agreement. The minimum liability limit must be \$1 million per occurrence, combined single limit; and
- (D) **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- (E) **Aggregate Limits of Liability.** Any annual aggregate liability limits applicable to Contractor's insurance may not be less than two times the minimum insurance coverage for each policy required under this Agreement.
- (F) **Deductibles and Self-Insured Retentions.** Contractor will notify Court in writing all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

- (G) **Additional Insured Status.** Contractor shall require its commercial general liability insurer, commercial automobile insurer and its commercial umbrella liability insurer to name the Court, including Judicial Branch Entities and Judicial Branch Personnel, as additional insureds with respect to liability arising under this Agreement.
- (H) **Certificates of Insurance.** Before performing Work, Contractor shall deliver to Court certificates of insurance attesting to the existence of coverage and providing that the policies may not be canceled, terminated or amended to reduce coverage without thirty (30) days' prior written notice to Court.
- (I) **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 approved to do business in the State of California.
- (J) **Required Policy Provisions.** Each policy must provide, as follows:
- i. Insurance Primary; Waiver of Subrogation. The basic coverage provided by the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
 - ii. Separation of Insureds. The commercial general liability policy and, if applicable, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability;
- (K) **Subcontractors.** All subcontractors used by Contractor to perform Work under this Agreement must comply with the insurance requirements of this Section 4, Insurance.
- (L) **Consequences of Lapse.** If required insurance lapses during the term of this Agreement, Court will not be required to process invoices after such lapse until it receives satisfactory evidence of reinstatement that is effective as of the lapse date. Lapse of coverage required by the Agreement constitutes an event of default.

5. Default and Remedies.

5.1 Default. A default exists under this Agreement if Contractor:

- (A) makes a material misrepresentation in writing; or
- (B) fails or is unable to meet or perform any material promise in this Agreement, and
- (1) is incapable of curing this failure, or
 - (2) does not cure this failure within thirty (30) days following notice.

5.2 Notice. Contractor will notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default, under this Agreement. Such notice will be provided as described in Section 8, Notices, of this Exhibit B.

5.3 Remedies.

- (A) **Available Remedies.** In the event of a default, the Court may do any of the following:
- (1) require Contractor to enter into non-binding mediation;
 - (2) terminate this Agreement in accordance with this Exhibit B; and
 - (3) seek any other available remedy at law or in equity.
- (B) **Remedies Cumulative.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy.

6. Termination; Effect of Expiration or Termination

6.1 Early Termination.

- (A) The Court may terminate this entire Agreement immediately “for cause” if Contractor is in default. The Court may also limit Contractor’s Work and, proportionately, compensation, if:
- (1) the Court determines that having Contractor provide the Work has become infeasible due to changes in applicable laws or regulations, or
 - (2) expected or actual funding to compensate Contractor is withdrawn, reduced or limited.
- (B) The Court may terminate this entire Agreement, with or without cause, by giving Contractor sixty (60) days’ notice.
- (C) This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.
- (D) In the event a federal or State agency concludes that an independent contractor relationship does not exist, either Contractor or the Court may terminate this Agreement immediately upon written notice.

6.2 Effect of Expiration and Early Termination; Survival.

- (A) Upon the Termination Date:
- (1) The Court will be released from compensating Contractor for Work, other than those Contractor satisfactorily performed before the Termination Date. The Court will be released from any indirect costs including but not limited to any consequential damages or penalties otherwise associated, incurred or claimed by Contractor for early termination.
 - (2) The Contractor will be released from performing additional Work.
- (B) All rights and duties in this Exhibit B will survive the expiration or termination of this Agreement, except for promises regarding the maintenance of insurance in Sections 4, Insurance.

7. Assignment and Subcontracting. This is an agreement for Contractor's services specifically. The Court has relied on Contractor's skills, knowledge, experience and training as an inducement to enter into this Agreement. Contractor shall not assign this Agreement, either in whole or in part, without the Court's prior consent in the form of a written amendment to this Agreement, nor shall Contractor subcontract any of the Work to be provided under this Agreement, without the Court's prior written consent in the form of a written amendment to this Agreement. No permitted assignment or subcontract will release either party of its duties under this Agreement. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties. Any attempted assignment in violation of this clause shall be null and void.

8. Notices. Notices under this Agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid) to the address provided in the signature section at the beginning of this Agreement. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this Section 8.

9. Miscellaneous Provisions; Interpretation.

9.1 Independent Contractor. Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between the Court and Contractor. Nothing Contractor does, or fails to do, will make Contractor an employee of the Court. The Court will not provide to Contractor the benefits that it gives to employees, such as unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, or disability insurance benefits. Contractor will determine the specific methods, details, and means of performing the Work of this Agreement within the Court's standard operating procedures and professional standards such Work. The Court shall be obligated to review Contractor's performance only to the extent required by law and the California Rules of Court. The Court shall not otherwise control or direct the methods, details and means by which Contractor shall perform the Work of this Agreement.

9.2 Background Checks. Contractor will cooperate with the Court if the Court decides to perform background checks on Contractor or any of its officers, employees, agents, or subcontractors, by providing, at no additional cost, all releases, waivers and permissions requested by the Court.

9.3 Audit and Ownership.

(A) Audit. Contractor will allow the Court and its designees to review and audit Contractor's documents and records relating to performance of this Agreement. Contractor will correct errors and deficiencies by the 20th day of the month following the review or audit.

(B) Ownership. Contractor assigns to the Court exclusive ownership of all materials Contractor collects and produces in connection with the performance of this Agreement. Upon the Termination Date (subject to any mutually agreed period of continuation of Work), or upon notice from the Court at any time, Contractor will deliver all original materials to the Court or to another party at Court's direction. Contractor will maintain all

other materials related to performance of this Agreement in an accessible location and condition for a period of not less than four (4) years after the later of:

- (1) The date when Contractor receives final payment under this Agreement; and
- (2) The date when the parties resolve the findings of any final audit.

(C) **Copies.** Contractor may retain copies of any original documents provided to the Court.

9.4 Confidential Information, Publicity.

(A) **Confidential Information.** Contractor agrees to hold in confidence the following Confidential Information:

- (1) The terms and conditions of this Agreement;
- (2) All information that the Court discloses to Contractor, including all officers, employees, agents and subcontractors of Contractor; and
- (3) All information to which Contractor gains access to while performing the Work of this Agreement.

Confidential Information does not include any information that Contractor can demonstrate has been made available to the public (other than through a breach of this Agreement). As between the parties, the Court owns the Confidential Information, and the Court authorizes Contractor to use it only for purposes of performing this Agreement. Contractor may disclose Confidential Information only on a “need-to-know” basis to its officers, employees, agents and subcontractors who have also executed confidentiality agreements that protect the Confidential Information to the same extent as this Section 9.4. Contractor may also disclose Confidential Information to the extent necessary to comply with law, provided Contractor gives the Court advance notice.

(B) **Publicity.** Contractor will not make any public announcement or press release about this Agreement without the Court’s written approval.

(C) **Specific Performance.** Contractor understands a default under this Section 9.4 may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to the Courts without any requirement of posting bond.

9.5 Jurisdiction and Choice of Law. Jurisdiction for any dispute resolution action arising out of this Agreement shall be in the state or federal courts of California, and shall be governed by the laws of the State of California without regards to its conflicts-of-law provisions.

9.6 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.

9.7 Amendment and Waiver. No amendment to this Agreement will be effective unless in writing and signed by both parties. A party’s waiver of enforcement of any of this Agreement’s terms or

conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

- 9.8 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the matters provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- 9.9 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 9.10 Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 9.11 Time of the Essence.** Time is of the essence in the performance of Work under this Agreement. The term "day" in this Agreement refers to a calendar day unless otherwise specified.
- 9.12 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

End of Exhibit B

ATTACHMENT 1
GENERAL BUSINESS INFORMATION

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Federal Tax ID Number: _____

Telephone Number: _____

Fax Number: _____

Email Contact: _____

Number of Years in Business: _____

Brief Company Description: _____

**ATTACHMENT 2
REFERENCES**

Name, addresses, and telephone numbers of a minimum of three (3) clients for whom the vendor has provided the proposed machine, including maintenance services. The Court may check references listed by the vendor.

A. Propose Machine Brand Name: _____ Model Number: _____

	AGENCY OR COMPANY TO WHOM THE MACHINE WAS SOLD	ADDRESS	PHONE NUMBER	CONTACT NAME
1.				
2.				
3.				

**ATTACHMENT 3
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this proposal.

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

Vendor has three or more years experience providing copier equipment and services to customers of similar size and scope.

Vendor meets all insurance requirements as set forth in Exhibit B.

Vendor's submitting a proposal for award consideration must be an Original Equipment Manufacturer (O.E.M.) or factory authorized dealer for the equipment proposed.

Signature

Printed Name

Title

Date

**ATTACHMENT 4
PRICING SHEET**

Brand Name: _____

Model Number: _____

Purchase Price: \$_____ (*includes delivery, set-up and training*)

Service/Maintenance/Supplies Cost per B/W Image \$_____

Service/Maintenance/Supplies cost per Color Image \$_____

Signature

Printed Name

Title

Date

ATTACHMENT 5 TRAINING

Below or on a separate sheet please provide details of training for key court personnel and the information technology personnel on operating and maintaining the system; training shall include instructions on the proper use of the equipment and features briefing on the safety precautions, how to load paper, toner, and other consumable supplies as well as how to clear paper jams.

ATTACHMENT 6 CUSTOMER SERVICE

Below or on a separate sheet describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc)
- Hours of service
- Current average problem resolution time in hours or days fro the products proposed
- Escalation process to resolve outstanding customer service issues

ATTACHMENT 7
SERVICE AND MAINTENANCE

Below or on a separate sheet provide the details of the maintenance agreement. Maintenance costs must include all maintenance (emergency, preventive, and remedial), and all operations supplies (drum replacement and consumable supplies such as: toner, developer, fuser agent, staples, sumps, preventive maintenance kits) and shall only exclude paper costs. Explain services and costs associated with proposed maintenance agreement. Explain what services will be included and clearly identify which services will have additional costs. Include explanation describing elapsed time between request and response; and elapsed time between vendor's response and problem resolution for various scenarios including emergency or urgent requests.

ATTACHMENT 9 PROPOSAL CHECKLIST

The following is a checklist of the required information and documents that must be provided in proposal submissions. All documents and information must be provided or the proposal will be incomplete and the Court will not consider the proposal.

- 1. Attachment 1 – General Business Information
- 2. Attachment 2 – References
- 3. Attachment 3 – Vendor Certification Form
- 4. Attachment 4 – Pricing Sheet
- 5. Attachment 5 – Training Details
- 6. Attachment 6 – Customer Service Details
- 7. Attachment 7 - Service and Maintenance Details
- 8. Attachment 8 – Miscellaneous Questions
- 9. Attachment 9 – Proposal Checklist
- 8. Brochure / Product Specifications / Warranty