

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
Request for Quotes – Non-IT Goods

Court Contact Info:

Superior Court of California, County of Shasta
1500 Court Street, Room 205
Redding, CA 96001
Buyer: Dawn Talbott
Phone: (530) 245-6741
Email: purchasing@shasta.courts.ca.gov

RFQ # 2021-01

Date Issued: 8/10/2021

Acceptable Delivery Methods:

E-Mail:

Mail:

Hand Delivery:

Quote Due Date and Time (must be received by):

Friday, August 27, 2021 at 5:00 pm PST

THIS IS NOT AN ORDER

Description of Requested Goods:

Printing and Mailing of Tax Intercept Notice
See Attachment A, Scope of Work for product specifications

Terms and Conditions:

Standard Agreement (attached);
Solicitation Instructions (attached)

Attachments:

- Attachment A, Scope of Work
- Attachment B, Sample of Notice
- Attachment C, Pricing Sheet
- Attachment D, Vendor Certification

Required Documents Due by Quote Due Date and Time:

Request for Quotes form (this page); and
Attachments C and D

Payment:

Net 30 days from invoice

Vendor: _____

Federal Tax ID: _____

Contact Name: _____

Address: _____

Phone: _____

E-Mail: _____

SOLICITATION INSTRUCTIONS

SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS

The vendor must complete one copy of the Request for Quote form ("RFQ form"). The completed RFQ must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

RFQ ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.

PRE-QUOTE CONFERENCE/WALK-THROUGH

The Court may require that interested vendors attend a mandatory pre-quote conference to discuss the scope of work. If the Court elects to require a pre-quote conference, the Court will notify vendors of the location, date and time. In the event a potential vendor is unable to attend the pre-quote conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the pre-quote conference will not be accepted and will be returned unopened. The Court is not responsible for any expenses that vendors may incur for attending the walkthrough.

AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFQ at any time prior to award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the terms of the attached Standard Agreement. Submittal of a proposal indicates that the vendor accepts the Standard Agreement terms.

CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the quote. One copy of a submitted quote 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 Rule 10.500 of the California Rule of Courts should not be included in the vendor's proposal as it may be made available to the public.

ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the form and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

ADA

The Court complies with the Americans with Disabilities Act and requests for accommodation of disabilities should be directed to the ADA Coordinator at (530) 245-6721.

DARFUR CONTRACTING ACT

Public Contract Code sections 10475-10481 apply to any company that currently or within the previous three years has had business activities or other operations outside of the United States. Vendors are required to submit with their quote a certification that they have not conducted business outside of the United States within the last three years, or if it has, that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid.

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). The deadline for a solicitation specifications protest is the Quote Due Date and Time as specified on the RFQ form. Protests must be submitted to:

Drew Lund
1500 Court Street, Room 205
Redding, CA 96001

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

LOSS LEADER PROHIBITION

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.

RECYCLED-CONTENT CERTIFICATION

In accordance with Public Contracts Code section 12205, the Court requires vendors to certify in writing, under penalty of perjury, the percentage of recycled content in the products, materials, goods or supplies offered or sold to the Court. This requirement applies even if the product contains no recycled material. The certification can be waived if the post consumer recycled content can be verified by other written means such as product label, packaging, catalog, manufacturer/vendor website, or product advertisement.

End of Instructions

ATTACHMENT A SCOPE OF WORK

The Superior Court of California, County of Shasta (“Court”) is requesting quotes for the printing and mailing of a single page notice to court debtors of impending tax intercept(s). The notices should be mailed on or before September 25, 2021. The estimated number of notices to be mailed are between 40,000 and 70,000, but the actual number may be slightly higher or lower, and is not a guarantee of the quantity the Court will purchase. The proposed Standard Agreement includes two one-year options to extend the services into 2023 (printing/mailing again in September 2022 and September 2023).

Background

In addition to facilitating payment of delinquent court fines and fees in Shasta County, the Court’s Collection Division operates a comprehensive debt collection program for Glenn, Lassen, Tehama, and Yuba County Superior Courts. As part of the debt collection process, The Court participates in the California Franchise Tax Board’s intercept collection program. The Court is required to mail a Pre-Intercept Notice to all debtors prior to submitting a debt for tax intercept.

Letter and Envelope Specifications

A sample of the pre-intercept notice is included in Attachment B. The one-sided notice should be printed with black ink on white 8 1/2” x 11” US letter size paper. The appearance and quality of the notice will meet or exceed the quality produced by a laser printer.

The notice shall be either tri-folded or z-folded and placed in a 9 1/2” x 4 1/8” No. 10 white envelope with double windows so that the recipient and sender’s addresses are viewable through the windows.

Pursuant to California Public Contract Code Section 12203, the Court shall order paper and envelopes that qualify as recycled paper products (minimum 30% PCRC), where economically feasible to do so. Consequently, the Court requests that quotes for paper and envelopes include the pricing for recycled paper versions of those products.

Postal Requirements

Letters are to be mailed in the most cost effective manner available to vendor. The method of mailing should be explained on the Pricing Sheet. Vendor should have a permit postage account and deliver to the USPS for mailing.

Transfer of Data, Reporting

The Court will provide to vendor .pdf files (one file for each notice) on a DVD or can transmit the files via File Transfer Protocol (FTP) to the vendor’s secure server. Each file name will contain the recipient’s zip code for ease in sorting prior to printing and mailing. Vendor is to confirm receipt of the data files within 24 hours of receipt.

Vendor is expected to mail the notices on or before September 25, 2021. Within 24 hours of mailing, vendor shall confirm the date of mailing of the notices, the number of notices mailed to each zip code, and the number of notices mailed in total.

End of Attachment A

ATTACHMENT B
SAMPLE OF REQUESTED DOCUMENTS

A sample of the pre-intercept notice follows on the next page.



SUPERIOR COURT OF CALIFORNIA
SHASTA SUPERIOR COURT COLLECTIONS
P O BOX 994588
REDDING, CA 96099-4588

ADDRESS SERVICE REQUESTED *tip*
FAX: (530) 605-2803
EMAIL: collections@shasta.courts.ca.gov

Contact Telephone No(s):

(530) XXX-XXXX

Date:

August 10, 2021

Account number:

XXXX-XXXXXX

Account Balance:

\$XXX.XX

Amount Now Due:

\$XXX.XX

Monthly Payment Amount:

\$XXX.XX

JOHN DOE
1500 COURT STREET
ROOM 112
REDDING, CA 96001

Dear JOHN DOE,

Our records show that you have a \$XXX.XX delinquent debt due to the Superior Court of California County of Shasta. You have 30 days to voluntarily pay this amount before we submit your account to the Franchise Tax Board (FTB) for interagency intercept collection.

FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state, local agencies, and colleges. FTB intercepts tax refunds, unclaimed property claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the agencies/colleges (California Government Code Sections 12419.2, 12419.7, 12419.9, 12419.10, 12419.11 and 12419.12).

If you have any questions or do not believe you owe this debt, contact us within 30 days from the date of this letter. A representative will review your questions/objections. If you do not contact us within that time, or if you do not provide sufficient objections, we will proceed with intercept collections.

Sincerely,

Superior Court of California
Court Services Assistant
(530) 229-8161

End of Attachment B

**ATTACHMENT C
PRICING SHEET**

The following information must be filled out as part of your response to the Request for Quotes. For each item, pricing must be all inclusive, including any fees such as shipping, delivery, handling, fuel surcharge, etc. Sales tax should be the only cost not included.

Estimated Quantity: 40,000-70,000

Pricing is per 100

<u>Description</u>	<u>Quote Cost Per Quantity Below</u>	<u>Non-recycled paper</u>	<u>Recycled paper (min. 30% PCRC)</u>
Printed one-sided notice	100	\$	\$
#10 envelope with double windows	100	\$	\$
Postage (describe method of postage): _____ _____ _____	100	\$	\$
Other (please explain)		\$	\$
TOTAL	100	\$	\$

If more space is needed: _____

<i>Authorized Signature</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	<i>Company/Vendor</i>

End of Attachment C

**ATTACHMENT D
VENDOR CERTIFICATION**

DARFUR CONTRACTING ACT

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

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

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

OR

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

OR

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

For paragraph 3 only:

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

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

End of Attachment D

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
STANDARD AGREEMENT



AGREEMENT NUMBER RFQ 2021-01
--

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **Superior Court of California, County of Shasta**.
2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **December 31, 2021** (“Expiration Date”). This Agreement includes two (2) one year options to extend through **December 31, 2023**.
3. The maximum amount the Court may pay Contractor under this Agreement is \$**[Dollar amount]** (the “Contract Amount”).
4. The purpose or title of this Agreement is: **Printing and Mailing of Pre-Intercept Notices**

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

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

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Pricing Sheet

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [CONTRACTOR NAME]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Melissa Fowler-Bradley, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 1500 Court Street, Room 205 Redding, CA 96001	ADDRESS [Address]

Approved as to Form:

Cody Jones
General Counsel,
Superior Court of California, County of Shasta

APPENDIX A – Goods and Services

1. Goods

1.1 Description of Goods. The Court shall purchase from Contractor, and Contractor shall sell to the Court, [quantity] printed single-sided notices and envelopes in the format provided by the Court, suitable for mailing, at the per unit price set forth in Appendix D.

- The notices shall be produced using .pdf files provided by the Court, and printed with black ink on white 8 ½" x 11" US letter size paper, front side only.
- The notice shall be tri-folded or z-folded and placed in a 9 1/2" x 4 1/8" No. 10 white envelope with double windows so that the sender and recipient's addresses are viewable through the window.
- The appearance and quality of the notice must meet or exceeds the quality produced by a laser printer.

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

2. Services.

2.1 Data Transmittal. Contractor shall receive data files from Court in .pdf format (one file per notice) on DVD or transmitted to Contractor's secure FTP server. Each file name will contain the recipient's zip code for sorting prior to printing/mailing. Contractor shall confirm receipt of the data files within 24 hours of receipt to XXXX@shasta.courts.ca.gov.

2.2 Mailing and Postage. Contractor shall mail the notices in envelopes on or before September 25, 2021 by [insert mail method, i.e., First Class Presort with Zip +4]. Contractor shall use its permit postage account and deliver to the USPS for mailing.

2.3 Reporting. Within 24 hours of mailing the notices/envelopes, Contractor must provide written confirmation of the date of mailing the notices, the number of notices mailed to each zip code, and the number of notices mailed in total. Contractor shall report this information via email to XXXX@shasta.courts.ca.gov.

2.5 Services Warranties. Contractor warrants that 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 those identified in this Agreement. Contractor warrants that any data merging, printing services, mailing and reporting shall conform to and be performed in accordance with the requirements of this Agreement and all applicable specifications and documentation.

3. **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the services and manufacture of goods to meet Contractor's obligations under this Agreement.
4. **Acceptance or Rejection.** All goods and services are subject to acceptance by the Court. The Court may reject any goods or services that are not as warranted or are performed or delivered late (without prior consent by the Court).

APPENDIX B - Payment Provisions

1. **Invoicing.** Within 90 days from the mailing of the goods as described in Appendix A, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in the pricing sheet attached as Appendix D. The invoices should be submitted to Lisa Jenkins, Shasta County Superior Court, 1500 Court Street, Room 205, Redding, CA 96001. The amounts specified in Appendix D shall be the total and complete compensation to be paid to Contractor for its performance 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.
2. **Payment.** The Court will pay the invoice received from Contractor after acceptance of the goods and services, within thirty (30) days of receipt of invoice. Notwithstanding any provision in this Agreement to the contrary, payment to Contractor is contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
3. **No Advance Payment.** The Court will not make any advance payment for goods or services under this Agreement.
4. **No Payment for Spoilage.** Any goods subject to spoilage will be the sole business expense of Contractor. The Court will not be charged for or make payment for spoilage.

APPENDIX C – GENERAL PROVISIONS

1.0 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.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform services.
- 1.3 **Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises Contractor that the person is unacceptable to the Court.

2.0 Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the Court 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 Court.
- 2.3 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and some former employees from contracting with Judicial Branch Entities.
- 2.4 **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.
- 2.5 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.6 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.7 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.8 **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.

2.9 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.

2.10 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.

3.0 Insurance

3.1 Insurance Required: From the beginning of the performance of the Services, and throughout the term of this Agreement, the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. Commercial General Liability:** Commercial General Liability insurance for all of its operations written on an occurrence form with limits of not less than \$500,000 per occurrence and annual aggregate. The policy shall include 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.
- B. Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$500,000 combined single limit per accident.
- C. Workers' Compensation:** Statutory Workers' Compensation insurance for all of the employees who are engaged in the Services, in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$500,000 per accident. This coverage is not required when Contractor has no employees.

3.2 Additional Insured Endorsements. All policies required in section 3.1 above, with the exception of Workers' Compensation, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The Superior Court of California, County of Shasta and their respective judges, subordinate judicial officers, executive officers, administrators, and any and all of their other volunteers or employees.

3.3 General Requirements for Insurance Policies. The following requirements apply to each policy required in section 3.1 above, unless specifically stated otherwise:

- A.** Each policy shall be endorsed to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the Court.
- B.** The policies shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.

- C. The cost of all insurance policies required is the sole responsibility of Contractor, and is a component part of Contractor's agreed compensation.
- D. Contractor shall be responsible for and may not recover from the Court or the Judicial Council of California any deductible or self-insured retention that is connected to the insurance required.
- E. All insurance policies required contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change, including any reduction in coverage or nonrenewal, is the responsibility of the Contractor, and shall be made in writing to the Court at least fifteen (15) days in advance of the cancellation or change.
- F. Before commencing any work under this Agreement, Contractor must furnish to the Court certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Court, evidencing that all required insurance coverage is in effect.
- G. If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- H. In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- I. Contractor shall require insurance from subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of Contractor under "Insurance Required" herein below and with limits of liability, which in the opinion of Contractor are sufficient to protect the interests of Contractor and the Court.

4.0 Indemnity. Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Court, its judges, subordinate judicial officers, court executive officers, court administrators, officer and employees against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (ii) a breach of a representation, warranty, or other provision of this Agreement, or (iii) 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 or services. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5.0 Tax Delinquency. Contractor must provide notice to the Court 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 Court 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.

6.0 Termination

6.1 Termination for Convenience. The Court 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 Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

6.2 Termination for Cause. The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as 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.

6.3 Termination for Non-Appropriation of Funds. Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the Court may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Court’s budget, funding or financial resources. Such termination is in addition to the Court’s rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: (i) the Court will be liable only for payment in accordance with the terms of this Agreement for services rendered and expenses incurred prior to the effective date of termination; (ii) Contractor shall be released from any further obligation to provide the Services affected by such termination; and (iii) termination shall not prejudice any other right or remedy available to the Court.

6.4 Rights and Remedies of the Court.

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 Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between the Court and Contractor; (ii) exercise, following Notice, the Court’s right of early termination of this Agreement as provided herein; and (iii) seek any other remedy available at law or in equity.

B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

6.5 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights

and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

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

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

If to Contractor:

If to the Court:

Melissa Fowler-Bradley
1500 Court Street, Room 205
Redding, CA 96001

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, or one (1) day after delivery to an overnight air courier service.

9.0 Miscellaneous Provisions.

9.1 Union Activities Restrictions. Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

9.2 Loss Leader Prohibition. 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.

9.3 Recycling. 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.

9.4 Sweatshop Labor. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court 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 Court.

9.5 Antitrust Claims. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the

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

- 9.6 Good Standing.** Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 9.7 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 9.8 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 9.9 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 9.10 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 9.11 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 Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the

Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. 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 Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

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

9.13 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

9.14 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.

9.15 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 Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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

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

9.18 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.

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

9.20 Entire Agreement. This Agreement and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

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

APPENDIX D – PRICING SHEET

[to be entered upon bid award]

