



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF BUTTE**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF GLENN**

REQUEST FOR PROPOSAL

Copy Machine Lease and Maintenance Services

RFP Number 2007-3

**PROPOSALS DUE BY
October 26, 2007
1:00 PM Pacific Time**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Butte and the Superior Court of California, County of Glenn (“Courts”) are issuing this Request for Proposal (“RFP”) to provide the Courts with competitive bids for copier machine leases and associated maintenance services.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Requirements
- V. General Conditions
- VI. Attachments

1.3 Project Overview

1.3.1 Background

Butte County Superior Court and Glenn County Superior Court are jointly issuing this RFP in order to enter into a five (5)-year contract directly with a highly-qualified vendor to lease copy machines with current and reliable technology. Each Court will evaluate the proposals and independently negotiate with the vendor who best satisfies each individual Court’s business needs.

Butte County Superior Court is located in Oroville, California, about 70 miles north of Sacramento. The staff consists of approximately 140 personnel including Judges, Commissioners, managers, court clerks, and administrative staff. The Court’s operations are distributed among three locations - Oroville, Chico, and Paradise.

Glenn County Superior Court is located in Willows, California, about 85 miles north of Sacramento. The staff consists of approximately 32 personnel including Judges, Commissioners, managers, court clerks, and administrative staff. The Court’s operations are distributed among two locations – Willows and Orland.

1.3.2 Current Copier Arrangement

Butte County Superior Court currently uses seven copiers provided through the Butte County General Services Department. Details are listed in Attachment 1.

Glenn County Superior Court currently uses six copiers for which they contract directly. Details are listed in Attachment 2.

1.4 Request for Proposal

The Courts are requesting vendors provide proposals for three categories of copiers: Group 1 (minimum 60 cpm), Group 2 (Minimum 35 cpm) and Group 3 (minimum 20 cpm). Information on the Courts’ current copiers is provided in Attachments 1 and 2; however, the Courts will select replacement copiers based on their needs over time. This may result in a smaller or larger number of machines and differences

in the mix of copy machine capabilities from the currently installed base of copiers. In addition, all copiers may not be replaced at the same time. Replacement copiers and new copiers may be ordered at any time during the life of the contract.

Each Court intends to award (separately) a contract to a vendor that is able to provide copier equipment and maintenance as further described in Section IV of this RFP. However, the Courts reserve the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Courts further reserve the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Courts have developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the Courts' discretion. There will not be a pre-proposal conference.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	September 28, 2007
2	Letter/email of Intent from Proposers to submit a response to RFP	October 12, 2007
3	Deadline for Proposer Requests for Clarifications or Modifications	October 19, 2007
4	Proposal Due Date and Time	October 26, 2007, 4:00 PM (Pacific Time)
5	Potential Interviews and Demonstrations (estimated)	November
6	Notice of Intent to Award (estimated)	November
7	Negotiations and award of contract (estimated)	November/December 2007

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website": <http://www.buttecourt.ca.gov/pressinfo/default.htm> and http://www.glenncourt.ca.gov/general_info/press/index.html.

2.1.1 Contact List

Submittal Contact: **Phillip Simpson**
Information Systems Project Manager
Butte County Superior Court
One Court St.
Oroville, CA 95965

Butte Project Manager: Phillip Simpson
Information Systems Project Manager
Butte County Superior Court
One Court St.
Oroville, CA 95965

Glenn Project Manager: Irene Beebe
Legal Process Clerk

Glenn County Superior Court
526 West Sycamore Street
Willows, CA 95988

Butte Contracting Officer: Sandy Jones
Executive Services Administrator
Butte County Superior Court
One Court St.
Oroville, CA 95965

Butte Court Executive Officer Sharol Strickland
Court Executive Officer
Butte County Superior Court
One Court St.
Oroville, CA 95965

Glenn Court Executive Officer Tina Burkhart
Court Executive Officer
Glenn County Superior Court
526 West Sycamore Street
Willows, CA 95988

2.2.2 Disposition of Material and Confidential or Proprietary Information

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

Even though the Public Records Act (PRA) does not apply to the Courts, the Courts' policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Courts' sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Courts do not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

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

2.2 Pre-Proposal Conference

2.2.1 Pre-proposal Conference

There will not be a pre-proposal conference. Questions for clarification may be addressed to the Submittal Contact listed in Section 2.1.1.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Submittal Contact. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing or via email to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Courts' responses on the Courts' websites at <http://www.buttecourt.ca.gov/pressinfo/default.htm> and/or http://www.glenncourt.ca.gov/general_info/press/index.html.

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 Courts concur 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.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Courts may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Courts' websites.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Courts of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Courts

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

2.3.4 RFP Addenda

The Courts may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Courts' websites. If any potential vendor determines that an addendum

unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum was provided or posted.

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

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal due date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the **Submittal Contact**. Proposals delivered to any other location will be rejected.

One original of the proposal and four copies of the proposal delivered via U.S. Mail, common carrier, or hand delivery.

Copier Cost Sheets shall be placed in a separately sealed envelope with the proposal.

The proposer is solely responsible for ensuring that the full proposal is received by the Courts in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Courts shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Courts prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If, prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Courts' discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Courts may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Courts may at their sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Courts may, at their sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Courts will consider the conformance of the proposal to the format 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 the proposer's intent is clearly established based on review of the complete proposal submitted, the Courts may, at their sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the “extension” price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

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

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (“Proposal Validity Date”). In the event a final contract has not been awarded by the date specified in Section 2.1, the Courts reserve the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

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

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court-issued clarifications, modifications, amendments, or addenda. The Courts will provide notice to prospective proposers or, if identified in Section 2.1, post addenda and clarifications to the Courts’ websites; however, it is the proposer’s responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

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

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

2.4.8 Covenant Against Gratuities

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

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Courts will conduct comprehensive, fair, and impartial evaluations of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a separate committee of qualified personnel (“Evaluation Committee”) within each Court. The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committees will first review and screen all proposals submitted according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7.

2.5.2 Reservation of Rights

The Courts, in their complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Courts reserve the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Courts’ waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Courts may accept any item or combination of items as specified in the solicitation of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Courts may consider the proposer’s restriction and evaluate whether the award on such basis will result in the best value to the Courts or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Courts reserve the right to:

1. Negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Courts can negotiate with other proposers or make no award under this RFP.
2. Reject all proposals and make no award under this RFP.
3. Reconsider any proposal submitted at any phase of the procurement.
4. Meet with vendors to gather additional information.
5. Reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future.
6. Award a portion of the contracted products/services to more than one Vendor.

Proposals that contain false or misleading statements may be rejected if in the Courts’ opinion the information was intended to mislead the Courts regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. 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 proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a

discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Courts reserve the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Courts encourage proposers to offer cash discounts for prompt payment; however, unless provided elsewhere in the solicitation, cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting contract.

2.5.5 Requests for Additional Information

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

2.5.6 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Courts reserve the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Courts may require the supply of additional descriptive material and a sample.

2.5.7 Demonstrations

Demonstrations of the proposed solution may be required prior to award to determine proposer’s responsiveness to the RFP’s technical requirements. If requested, such demonstrations must be provided at no cost at a mutually agreeable location within the timeframe identified in the notification. Failure to submit demonstrations as requested may be grounds for rejection of a vendor’s proposal. Unless expressly set forth in the solicitation, the demonstration of the proposed solution must be identical in all respects to the product or products being offered. Demonstration of devices will be made at the proposer’s expense.

2.6 Minimum Qualifications

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

No.	Minimum Qualifications
1	Three or more years experience providing copier equipment and services to customers of similar size and scope.
2	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 (reference <u>Attachment E</u> , Vendor Certification Form).
3	Vendor must meet all insurance requirements as set forth in Attachment C, Contract Terms and Conditions.
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.

The proposer must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to each Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

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

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Courts. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be acceptable in each area to be eligible for award. With regards to cost, the Courts reserve the right, in their sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost to the Courts
- b. Ability of the product to meet the Courts' requirements
- c. Product features
- d. Service level commitment
- e. Customer references
- f. Vendor financial stability (for those vendors selected as finalists)

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Courts reserve the right to require, and each proposer must be prepared to conduct, oral presentations and/or demonstrations of the equipment proposed for the Courts and the capabilities of the service organization. If the Courts determine that presentations and/or demonstrations are required, selected proposers will be notified via telephone or email and arrangements made for a mutually agreeable location. Proposers will be responsible for all costs related to the presentations and/or demonstrations. Failure to participate in such presentations and/or demonstrations shall result in a proposer's disqualification from further consideration.

Vendors selected as finalists may also be required to demonstrate their financial and corporate stability prior to the interviews and /or demonstrations. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years may be required at that time. If a company is privately owned, this information will be kept confidential by the Courts upon request of the Proposer. The percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.) may also be required.

2.8.2 Negotiations

If the Courts desire to enter into negotiations, each Court will do so independently with one or more proposers, at the Court's discretion. If a Court enters into negotiations and no contract is reached, the Courts can negotiate with the other proposers or make no award under this RFP. The Courts reserve the right to award a contract, if any, without negotiations. In addition, each Court reserves the right to independently or jointly enter into a contract with one vendor, different vendors, multiple vendors, or to make no award under this RFP.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment C, General Terms and Conditions. **THE COURTS DO NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Courts' Project Manager noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committees will make a final recommendation for award of the Contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Requirements in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual agreement of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of 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 proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section

2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Courts have incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest must submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

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

The Courts, at their 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 Courts will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

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 proposal, the Courts will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Courts may extend the Proposal Closing Time 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 Courts, at their 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.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Courts will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Courts require

additional time to review the protest and are not able to provide a response within ten (10) business days, the Courts will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Courts, at their 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.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Courts unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officers noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

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

The request for appeal shall include:

- (A) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (B) A copy of the Contracting Officer's 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 Officers will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officers shall constitute the Courts' final action.

2.10.8 Protest Remedies

If the protest is upheld, the Courts will consider all circumstances surrounding the procurement in their 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 Courts, the urgency of the procurement, and the impact of the recommendation(s). The Courts may recommend any combination of the following remedies:

- a. Terminate the Contract for convenience;
- b. Re-compete the Contract;
- 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.

III. PROPOSAL FORMAT AND CONTENT

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

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Courts require the vendor to be a reputable company of strong financial standing and an outstanding record of copier machine support. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the subcontractor must be submitted separately. The information to be provided is as follows:

1. Complete name and address.
2. Federal tax identification number.
3. If incorporated, state in which incorporated.
4. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
5. Principal type of business.
6. Total number of years in business.
7. Number of years providing products and services similar in size and scope to those requested in this RFP.
8. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, and/or initial public offerings (IPO's).
9. 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.
10. Disclosure of any judgments, pending litigation, or other real or potential financial reversals that might materially affect the viability of the vendor's organization or its products, or the warranty that no such condition is known to exist.
11. Disclosure of any known or planned sale, merger or acquisition of vendor's(s') company/ies.

Note: Vendors selected as finalists may also be required to demonstrate their financial and corporate stability prior to the interviews and /or demonstrations. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years may be required at that time. If a company is privately owned, this information will be kept confidential by the Court. The percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.) may also be required.

3.2.2 Subcontractors

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

1. Subcontractor name and address.
2. Federal identification and/or social security number.
3. If incorporated, state in which incorporated.
4. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
5. Principal type of business.
6. Total number of years in business.
7. Number of years providing services similar in size and scope to those requested in this RFP.
8. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, and/or initial public offerings (IPO's).
9. Disclosure of any judgments, pending litigation, or other real or potential financial reversals that might materially affect the viability of the vendor's(s') organization or its products, or the warranty that no such condition is known to exist.
10. Disclosure of any known or planned sale, merger or acquisition of vendors' company/ies.

Note: Subcontractors selected as finalists may also be required to demonstrate their financial and corporate stability prior to the interviews and /or demonstrations. An audited profit and loss statement and balance sheet for the subcontractor's last three (3) fiscal years may be required at that time. If a company is privately owned, this information will be kept confidential by the Court. The percent of turnover of service staff for each of the last three (3) years in the subcontractor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.) may also be required.

3.3 Company Profile and California Locations

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

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Courts require the vendor and its subcontractors to have at least three years prior experience in all aspects of the products and services described in this RFP for customers similar in the size, complexity and scope of this RFP. Vendor shall:

1. Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
2. Provide the names and resumes of those individuals who are proposed to provide professional services and/or training for this project.
3. Provide the names, addresses, and contact telephone numbers for a minimum of five (5) customers of similar size for whom the vendor has provided similar products and services within the last 18 months including at least one of which is in the government sector. The vendor should include a brief description of the scope of products and services provided to the customers and the duration of the contract. The Courts may contact some or all of the references provided in order to determine the vendor's performance record. The Courts reserve the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.4.2 Subcontracts

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

3.5 Proposed Equipment, Services, and Terms

3.5.1 Proposed Equipment and its Capabilities

This section shall include a description and technical specification of each copier proposed. This section shall also include the current Copier Specification Guide from Buyers Laboratory Incorporated (BLI) for each copier proposed.

3.5.2 Proposed Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

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

3.5.3 Proposed Lease Terms

This section should include the vendor's proposed copy machine lease in the form of an Abatement Lease. The Courts' obligations under this lease are subject to the availability of funds authorized for this lease. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of the lease agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in the lease agreement. Upon Notice, Court may terminate the lease agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds.

3.5.4 Training

This section shall describe the training available and proposed for key operators, general Court staff, and information technology personnel.

3.5.5 Product Documentation

The vendor should include tables of contents of the product documentation along with a sample of a chapter describing how to create, store, retrieve, and use copier pre-sets.

3.6 Exceptions to the RFP

Exceptions not otherwise identified by the material pursuant to **Section 3.5** shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the Courts, and the description of the advantages or disadvantages to the Courts as a result of exceptions. This includes exceptions to equipment specifications, agreement terms, and lease terms and conditions. The Courts, in their sole discretion, may accept or reject any exceptions within the proposal.

3.7 Cost Proposal

3.7.1 Government Rates

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

3.7.2 Pricing

Vendor must submit pricing using the Copier Group Cost Sheets. 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.

The Courts are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Courts will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposers response will be valid for a minimum of five years after any resulting agreement is signed. Therefore, if the vendor anticipates price increases for copier leases that begin in years two (2) through five (5) of the agreement, separate Copier Group Cost Sheets must be submitted for each lease starting year in which the prices are applicable.

Copier Cost Sheets must be enclosed in a separate, sealed envelope.

3.7.3 Travel Expenses

No travel expenses will be paid by the Courts under a contract resulting from this proposal.

3.8 Required Proposal Forms and Documents

3.8.1 Required Forms

- a. Copier Group Cost Sheets (in separately sealed envelope)
- b. Vendor Certification Form – Attachment E
- c. Statement of Acceptance of Terms, in accordance with Section 3.8.2

3.8.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

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

IV. Requirements

The following sections outline the requirements of the Proposer, the proposal, and the proposed copiers.

4.1 General

- 4.1.1 Butte County Superior Court currently utilizes seven copiers in three locations. Glenn County Superior Court currently utilizes six copiers in three locations. Information on the current copier usage is included as Attachments A and B. To the best knowledge of the Court, this is the historical usage of copiers.
- 4.1.2 The current number of copiers and volumes of copies specified in this solicitation are given for the information of Proposers and for the purpose of the Court's RFP evaluation. They do not indicate the actual number of copiers which will be ordered over the life of the contract period since such orders will depend upon future requirements which may develop during the contract period. The Courts makes no guarantee as to future copier usage on a Courtwide basis or for individual locations.
- 4.1.3 Specifications used in this proposal are intended to be open and non-restrictive. Due care has been used in the preparation of this information, and it is believed to be substantially correct. The responsibility for determining the full extent of the proposal and the verification of all information presented herein shall rest solely upon the Proposer(s). The Courts will not be responsible for any errors or omissions, nor the failure on the part of the Proposer(s) to determine the full extent of the Request for Proposal.

4.2 Proposer's Qualifications

- 4.2.1 The Courts are seeking Proposals from established Original Equipment Manufacturers (OEM) or their authorized representatives who have been in the business of manufacturing multi-function digital copiers/printers for a minimum of five (5) years, and who lease the specified copiers/printers and maintain them under a price-per-copy program.
- 4.2.2 Proposers must include with their RFP response, certification from the manufacturer, executed by a corporate officer, stating that the Proposer is an authorized representative of the

manufacturer and that all equipment is new. If the Proposer is other than manufacturer, they must submit with their proposal either: (1) a letter of commitment from the manufacturer which will assure the Proposer a source of supply sufficient to satisfy the Courts' requirements for the contract period; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the Court's requirements for the contract period.

- 4.2.3 Proposer must be qualified by experience and adequate financing to provide the equipment and services set forth in this RFP.
- 4.2.4 The Proposer must demonstrate that it has provided acceptable leased copier services. In order to meet this requirement, the Proposer must be able to show that at least 50 total copier/printers were being provided on-call, day-to-day, full-service at organizations of similar size and scope as the Court, and that these machines were provided and maintained by the Proposer.
- 4.2.5 The Proposer must demonstrate that it currently has a local Butte County and/or Glenn County service unit that can provide a sufficient number of skilled technicians, fleet equipment, management personnel, and an adequate inventory of repair parts to effectively support the Court's cost-per-copy program.
- 4.2.6 If the Proposer seeking to submit a proposal in response to this RFP is not the manufacturer of the copier/printers intended to be offered, then the company must provide a written letter from an authorized representative of the copier manufacturer(s). The letter(s) must state, unequivocally, that the manufacturer agrees to assume responsibility for the performance of the balance of any contract awarded by the Court as a result of this RFP, in the event the Proposer fails to perform acceptable services under the contract.
- 4.2.7 The Proposer shall disclose if, during the past five (5) years, it has made a general assignment or general arrangement for the benefit of creditors; filed a petition for adjudication of bankruptcy or for reorganization or rearrangement which was not dismissed in 30 days; had a trustee or receiver appointed to take possession of any of its assets and for which possession was not restored within 30 days; or had any of its assets subjected to attachment, execution, or other judicial seizure which was not discharged within 30 days.
- 4.2.8 The Proposer shall have been in the copier leasing business for a minimum of three (3) years
- 4.2.9 The Proposer shall have represented the proposed equipment line for a minimum of two (2) years.

4.3 Requirements of the Proposal

- 4.3.1 The intent of this RFP/award is to lease copier equipment, not to purchase it. Contractor shall retain title and ownership responsibilities of leased equipment.
- 4.3.2 Contractor as owner of equipment shall bear the responsibility of obtaining insurance against loss or damage of property due to accidents, theft, vandalism, and acts of nature, i.e., earthquakes, fires, floods, lightning, etc. The Courts shall not be required to obtain insurance for any of the copiers leased from the Contractor.
- 4.3.3 The Courts shall not be liable for loss or damage to the equipment furnished by the Proposer from any cause whatsoever while the equipment is the possession of the Court, except when loss or damage resulted from the sole negligence of the Court.
- 4.3.4 Proposer shall submit a monthly lease rate and cost per copy maintenance rate on the Copier Group Cost Sheets for the copier/printers for a five (5) year lease period. Proposers may enter a flat rate per month or a cost per copy rate for the optional features. Any additional costs (such as minimum maintenance cost per month) must be noted. If the vendor anticipates price increases for copier leases that begin in years two (2) through five (5) of the agreement, separate Copier Group Cost Sheets must be submitted for each lease starting year in which the prices are applicable. The cost per copy rate shall be firm for the entire contract period.
- 4.3.5 In general, the Lease Program service shall include delivery, installation, and set up with removal of all shipping debris, providing all consumable supplies (except paper), emergency repair service during normal business hours, periodic preventive maintenance, and unlimited operator training.
- 4.3.6 Initial Supplies - There shall always be enough supplies (except paper) delivered with each copier to ensure a minimum of one month's usage.
- 4.3.7 Maintenance costs must include all maintenance (emergency, preventive, and remedial), and all operation supplies (Drum replacements and consumable supplies such as: toner, developer, fuser agent, staples, sumps, preventive maintenance kits) and shall only exclude paper costs as well as the pickup, return, and recycling of all used supply cartridges, such as for toner, developer, fuser oil, etc.
- 4.3.8 Vendor shall not ship or install equipment without a properly executed purchase order.
- 4.3.9 Coordination is paramount in order that the Courts may manage the removal of existing equipment with the delivery of new equipment. This is especially important for locations with limited space or with large copier/printers, and will minimize the downtime experienced by Court divisions during the change out of equipment.

- 4.3.10 Equipment Acceptance Testing - Deliveries are not considered complete until:
- a. Equipment has been delivered in the configuration as ordered.
 - b. Equipment has been properly installed and made ready for use by Vendor 's trained personnel.
 - c. Initial 30-day operations supplies have been delivered.
 - d. All training has been provided to the personnel at the delivery site.
 - e. The Court representative has signed and dated an acceptance certificate indicating that the above conditions have been met. A signed bill of lading or delivery receipt obtained by the carrier is not considered acceptable.
- 4.3.11 The Vendor shall have at least one service manager and one service technician duly trained by the equipment manufacturer and authorized in the repair of the items offered for proposal. A manufacturer's statement should be included as verification of training.
- 4.3.12 Add/Delete Equipment: The Courts reserve the right to:
- a. Add additional copier/printers to the Lease Program at any time during the contract period at the contracted lease and maintenance prices.
 - b. Add and/or delete copier options or services to this Contract. Should an option or service requirement be deleted, payment to the Vendor will be reduced proportionally, to the amount of option or service reduced in accordance with the proposal price. In the event of additional options or services, which are not contemplated by the RFP, prices for such additions will be negotiated between the Vendor and the Court.
 - c. In addition, the Courts reserve the right to have a copier relocated after the initial installation at no cost to the Court.
- 4.3.13 The Courts evaluate their business objectives on an ongoing basis. In supporting changes to our business environment, equipment and feature upgrades may be reviewed. Possible lease of additional machines or features and machine upgrades will be evaluated and discussed with the vendor on a case-by-case basis, as needs arise.
- 4.3.14 Changes in equipment, such as upgrades and downgrades selected from the same Vendor, shall be allowed during the ordering period and shall not be considered an early termination. There shall be no penalties or additional costs for upgrading or downgrading copier/printers during the ordering period, provided that their replacements are kept for a five (5)-year period.
- 4.3.15 Third (3rd) Party Financing: If the selected Proposer chooses to finance its copier/ printers proposed to the Courts through a third party leasing company, any such arrangement shall be solely between the Proposer and the leasing company. The Courts shall remain clear of all such arrangements and will not alter or amend any terms or conditions of this RFP/ award to accommodate a third party. Proposer shall remain the sole source of contact with the Court.
- 4.3.16 Firm delivery, installation, and training schedules are essential in the performance of the contract to be awarded. A timely delivery, installation and training schedule shall be stated in proposal. If the Proposer does not set forth a date of completion in their proposal, their proposal is subject to rejection.
- 4.3.17 Awarded vendor shall provide full orientation and training for Court personnel at no cost to the Court. Training is to be provided in four stages: (1) Key operators shall receive full training and orientation one week prior to the installation of equipment, (2) Court personnel shall receive full orientation and training on site at the location of each copier installation

after completed copier installation. (3) Network connectivity, print driver installation and other technical support training, also at no cost to the Court, will be scheduled prior to delivery/ installation. (4) Subsequent training at no cost to the Courts shall be available on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.

- 4.3.18 Training shall be provided as often as required at no cost to the Courts.
- 4.3.19 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. Each copier shall be delivered with an operator's instruction manual.

4.4 Copy Machine Requirements

- 4.4.1 Each model of copier/printer proposed under this RFP must comply with all general requirements stated herein, plus those specific requirements applicable to the volume group for which that copier is being offered.
- 4.4.2 Proposed copiers should be from the same manufacturer to facilitate the Court staff's ability to use the different copy machines provided.
- 4.4.3 Machines offered must be designated as digital. The equipment must come with a platen and be able to scan once and print many with electronic collating; it must also be multi-task/multi-functional and be capable of multiple functions, including: copy, print and/or scan. These functions must be available whether machine is standalone or networkable.
- 4.4.4 For purposes of the initial installations, all subsequent installations, and the duration of the term of this contract, all equipment shall be new and assembled for the first time from new components by the manufacturer. The Courts shall be the first user of the new equipment with no previous placements (ever) on rental or lease or ever placed in the Proposer's or customer location as a demonstration unit including employee home offices. All equipment performance and reliability standards shall conform to "new" specifications.
- 4.4.5 All parts and components supplied by the Vendor in the process of maintaining and servicing the new equipment for the duration of this contract shall be new Original Equipment Manufacture.
- 4.4.6 All digital copier/printers shall be newly manufactured with no used or refurbished parts. The OEM shall provide specification sheets listing all accessories, features, functions and technical requirements of each model copier/printer. All materials used in the manufacturing of the copier/printers must be original equipment of the manufacturer.
- 4.4.7 Proposers must prove their offering meets their specifications by submitting the current Copier Specification Guide from Buyers Laboratory Incorporated (BLI). If the information needed is not provided by BLI, information that verifies compliance with these specifications must be provided from an independent laboratory in order to evaluate proposed items.
- 4.4.8 All copiers must allow administrators to assign pin numbers/accounting codes for authorized users as well as allow tracking of usage by individual users or departments.

- 4.4.9 Copiers shall have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; vendor to specify the number of digits accommodated per pin number/accounting code.
- 4.4.10 Resolution on all B&W and Color equipment offered must be at least 600 dpi output for copying, scanning and printing.
- 4.4.11 The vendor shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc. The vendor will provide an adequate surge protection device, at no cost to the Court, for each digital copier/printer installed. Each device shall meet the OEM's recommendations for electrical surge protection.
- 4.4.12 One of the three paper trays may be adjustable. Vendors may include auxiliary paper trays in order to meet this requirement.
- 4.4.13 When rated at a speed equal to or greater than 60 cpm copiers shall be capable of inserting tabs/or slips sheets.
- 4.4.14 Copiers shall be operational as a "walk-up" digital copier, whether on the Court network or not.
- 4.4.15 Copiers shall have the capability for date-stamping and page numbering. Date-stamping and page numbering may be added to specific copiers. Proposer shall identify whether or not date-stamping and page numbering is optional and delineate all functions of this feature. If optional, proposer shall identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature.
- 4.4.16 Proposer shall identify whether or not scanning is an optional feature and delineate all functions of this feature. If optional, Proposer shall identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary for the operation of this feature.
- 4.4.17 If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.
- 4.4.18 A stand, table or similar equipment must be provided for all non-floor models at no additional cost to the Courts.
- 4.4.19 Accessories such as sorters, document feeders, large capacity trays, etc., must be available as specified in the detailed item specifications Technical Literature.
- 4.4.20 The Courts promote the leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the current ENERGY STAR specifications for energy efficiency with power management features enabled.
- 4.4.21 Copier/printers shall be able to produce clean, acceptable images using recycled paper made for xerographic purposes with up to 60% recycled content.
- 4.4.22 All equipment must have features or options for securing document distribution. Proposal shall include software that provides security, including but not limited to: data security, print security and copy security. This security feature shall, at a minimum, erase all latent images

off of the image server, as well as all hard drives (secure print option and disk overwrite capability).

- 4.4.23 All security software must comply with the Common Criteria Security standard. This system along with its optional security software must be certified by NIAP, the US Government organization charged with implementing the Common Criteria standard. See www.niap.gov.

4.5 Network Requirements

- 4.5.1 All copiers leased with the network access option must be compatible with the TCP/IP networking protocol and be capable of operating with Windows 2000, Windows 2003, Windows XP, and Windows Vista workstations. All equipment offered must have 10/100MB Ethernet connection capability.
- 4.5.2 If copiers with network connectivity are selected, they will be connected to the Court's Windows environment. The vendor shall be responsible for providing technical support during the network connection phase. Each networked digital printer/copier shall be capable of allowing printing from any desktop PC within the Court's network. Scan to email capability shall be compatible with SMTP and (optionally) LDAP support.
- 4.5.3 All networked digital printers/copiers must have internal CPUs.
- 4.5.4 Any software operating upgrades issued during the term of the rental shall be installed and provided to the Courts at no charge.
- 4.5.5 The Courts reserve the right to test Proposer's equipment to ensure compatibility with the Courts' network. User testing may also be conducted during this period. The Proposer is responsible for installing trial equipment in the offices of the Courts to support this testing process, if requested. Installation of trial equipment shall be at no cost to the Courts.
- 4.5.6 Vendor shall provide migration and transition support services to Court IT staff and the general user population at no charge. Vendor shall provide technical training, at no charge, for the Courts' Information Systems (IS) employees relative to the connection of end users for networked printers/copiers. The proposal shall include an outline of technical support services available to support networked copiers. Technical support services include all actions to diagnose, restore to manufacturer's and Courts' specifications and correct product and software malfunctions to their original capability.
- 4.5.7 The Vendor shall be responsible for backing-up and restoring of information stored on electronic media when the repair or replacement could affect any data stored on the equipment.
- 4.5.8 The Vendor shall keep complete records available to the Court, documenting all programming changes, software installations or upgrades and trouble fixes including those done remotely.
- 4.5.9 For security reasons, remote access to the copiers by the Vendor (e.g., remote diagnostics or copier usage) will not be made available.

4.6 Invoicing & Payments

- 4.6.1 The Vendor shall submit, in duplicate, an invoice that reflects a complete listing by site location and machine serial number of each copier which shows:
 - a. The total monthly billing amount due by machine
 - b. Copy counter (meter) readings at the beginning and end of the month for each accounting meter on each machine.
 - c. Total copies chargeable to each accounting meter on each copier for that month.
 - d. The total maintenance cost chargeable to each accounting meter on each copier for that month.

- 4.6.2 The invoice must be dated and contain the following information:
 - a. Name and address of Vendor
 - b. Contract number
 - c. Payment terms
 - d. Purchase order number.
- 4.6.3 Failure to provide this information will cause the Court to return the invoice for corrections and thus delay payment.

- 4.6.4 Vendor shall not assess a one-time fee or any types of fee on any copier placement on the contract unless explicitly stated in the proposal.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment C, General Terms and Conditions. In addition, Vendor will be required to complete the Vendor Confidentiality Agreement, Attachment D after the contract is awarded.

VI. ATTACHMENTS

ATTACHMENT A – BUTTE COUNTY SUPERIOR COURT IN-PLACE COPIERS

Location	Model	Average Use/Mo.	First Installed	Term Date
Oroville - Triangle	Lanier LD060	31,000	10/2002	10/2007
Oroville - Triangle	Lanier 5645	14,000	10/2002	10/2007
Oroville – File Room	Lanier LD060	26,000	10/2002	10/2007
Oroville – Exec. Office	Lanier 5635	14,000	10/2002	10/2007
Chico – Clerk’s Office	Lanier 5635	21,000	10/2002	10/2007
Chico – Compliance	Lanier 5622	500	10/2002	10/2007
Paradise	Lanier 5622	1,500	10/2002	10/2007

ATTACHMENT B – GLENN COUNTY SUPERIOR COURT IN-PLACE COPIERS

Location	Model	Average Use/Mo.	First Installed	Term Date
Willows - Back Office	Ricoh Aficio 1045P	13,531	3/25/02	3/25/07
Willows - Front Office	Ricoh Aficio 1035P	8,775	5/5/03	7/30/08
Willows - Facilitator	Sharp ARM455	5,719	4/26/07	4/25/08
Willows - Mediator	Sharp ARM277	1,215	4/26/07	4/25/08
Willows - Law Library	Sharp ARM277	30	4/26/07	4/25/08
Orland	Sharp ARM455	6,193	4/26/07	4/25/08

ATTACHMENT C – GENERAL TERMS AND CONDITIONS

1. **AUDIT RIGHTS:** Vendor agrees to maintain records relating to performance and billing by Vendor under this Contract for a period of three (3) years after final payment. During the period of time that Vendor is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.
2. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.
3. **DELIVERY AND PACKING SLIPS:** Time is of the essence to delivery and any other performance required of Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Court unless it is expressly included on the face of this Contract. Unless stated otherwise in this Contract, the shipping point for all deliveries under this Contract shall be F.O.B. "Destination". Unless otherwise shown on this Contract, on "F.O.B. Shipping Point" transactions, Vendor shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Purchase Order number, part number and quantity. Any itemized packing slip bearing the Court's Purchase Order number as shown thereon must be left with the goods to insure their receipt.
4. **INDEMNITY:** VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE COURT), AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF VENDOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF VENDOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.
5. **INSPECTION AND ACCEPTANCE:** Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Vendor's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.
6. **INSURANCE:** Vendor agrees, warrants and represents to the Court that Vendor shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Contract. Vendor further warrants and represents to the Court that Vendor shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Vendor's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Contract. Vendor shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Contract.

7. VENDOR WILL PURCHASE AND MAINTAIN AT VENDOR'S EXPENSE THE FOLLOWING INSURANCE DURING THE TERM OF THIS AGREEMENT:
 - (A) COMMERCIAL GENERAL LIABILITY. THE POLICY WILL 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) EMPLOYER'S LIABILITY. THIS POLICY WILL INCLUDE WORKERS' COMPENSATION TO MEET MINIMUM REQUIREMENTS OF THE CALIFORNIA LABOR CODE, AND IT WILL COVER BODILY INJURY AND PROPERTY DAMAGE AT MINIMUM LIMITS OF \$1 MILLION PER OCCURRENCE, COMBINED SINGLE LIMIT.
 - (C) COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY. THIS POLICY WILL COVER BODILY INJURY AND PROPERTY DAMAGE AND BE APPLICABLE TO ALL VEHICLES, WHETHER OWNED, NON-OWNED, LEASED, OR HIRED. VENDOR MAY SUBSTITUTE PERSONAL AUTOMOBILE LIABILITY INSURANCE, IF VENDOR HAS NO TRANSPORTATION OR HAULING RESPONSIBILITIES UNDER THIS AGREEMENT. THE MINIMUM LIABILITY LIMIT WILL BE \$1 MILLION PER OCCURRENCE, COMBINED SINGLE LIMIT.
 - (D) UMBRELLA POLICIES. VENDOR MAY SATISFY BASIC COVERAGE LIMITS THROUGH ANY COMBINATION OF BASIC COVERAGE AND UMBRELLA COVERAGE.
8. INVOICES, PAYMENT AND SETOFF: The Courts shall have no obligation to pay for any goods or services until one original and one copy of a correct, itemized invoice for the goods or services is received at the address shown on the face of this Contract. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice shall be printed on Vendor's standard printed bill form, and shall include at a minimum (i) the Purchase Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by the Court. The Courts shall have the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Contract or any other transaction or occurrence.
9. LEGAL COMPLIANCE: (a) Vendor shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Contract. (b) Vendor and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
10. MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.
11. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor

any of its agents or employees shall be considered agents or employees of the Court. Vendor shall not subcontract or delegate its obligations under this Contract without the prior written consent of the Court.

12. **TERMINATION:** The Courts may terminate all or part of this Contract for any or no reason at any time by giving notice to Vendor. Should Court terminate this Contract for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Contract, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Contract, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Vendor shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.
13. **WARRANTIES:** Vendor warrants that all goods delivered shall (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Contract; (c) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Vendor; (d) comply with the requirements of this Contract; and (e) comply with all applicable laws and regulations. Vendor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.
14. Vendor warrants and represents that Vendor and firm's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Vendor warrants that all equipment and services provided will be in conformance with the specifications provided by the equipment manufacturer and the Court. Vendor further warrants that all manufacturer's warranties will be assigned to the Court or provide comparable warranties. Vendor agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the Court, unless otherwise specified.
15. The Courts will not tolerate repeated service calls for recurring problems. If the Court elects to have the equipment immediately replaced with an equivalent unit in new condition, then, the following provisions shall apply:
 - (A) Proposed replacement unit must meet the approval of the Court CEO. Vendor shall bear the cost for the removal of the original equipment and the cost for delivery of the replacement unit.
 - (B) Period of contract shall remain the same as on original equipment.
 - (C) The monthly lease cost and cost per copy maintenance charge of the replacement unit shall not exceed the costs of the original unit.
16. **On-Site Service Call Categories:** The Vendor's on-site maintenance shall include preventative maintenance service calls, emergency service calls, and all required remedial service calls found to be necessary by the service representative to maintain the equipment in optimum operating condition.
17. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear. Preventive maintenance will be based upon the specific needs of the copier as determined by the manufacturer. All maintenance parts and labor cost shall be included in the cost-per-copy maintenance price.

18. On-call remedial maintenance shall be provided on an "as needed" basis as determined by the Court.
19. Emergency service calls are defined as: A call from the Court where its machine is reported "down." In this case, a machine may be producing copies that are unreadable or unusable, or no copies at all, such as from continuous jamming within the mainframe.
20. Maintenance Personnel: Only fully trained and qualified technicians shall perform the maintenance on copier/printers. Vendor shall furnish, install, and maintain all equipment in accordance with manufacturer's specifications.
21. Vendor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls to Court location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, cleaning blades, and any accessories such as auto document feeder, stapler, sorters, etc.
22. The Courts' expectations are that equipment furnished shall be maintained in a high quality state of operation at all times.
23. Vendor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
24. Vendor shall provide, install, and maintain equipment that meets or exceeds the specifications contained in this proposal.
25. The Courts reserve the right to allow the Vendor to substitute any new equipment offered by the Vendor on all unshipped and future orders if the equipment capabilities are equal to, or greater than the contract equipment. The Court CEO shall be the final authority as to acceptability.
26. In the event of manufacturer discontinuation, the Vendor shall substitute equipment with equal or better capabilities for the same or less cost than the discontinued equipment. The Vendor shall not substitute any equipment without the prior written approval of the Court CEO. The Court Administrator shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
27. Vendor shall be responsible for replacing any items received in damaged condition at no cost to the Court. This includes all shipping costs for returning non-functional/damaged equipment to the Vendor for replacement.
28. The warranties set forth will not be subject to any disclaimer or exclusion of warranties or to any limitation of Vendor's liability under the Agreement. Vendor will provide a contact person available and authorized to remedy any non-conformity with these warranties.
29. Vendor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copier/printers supplied under the agreement for the life of any and all the copiers/printers leased under this agreement. The Vendor shall have a sufficient number of technicians to serve and support the requirements under this contract within the specified response time.
30. It will be the responsibility of the Vendor to provide repair service(s) within four (4) hours on-site after a call is placed, during normal business hours of 8:00 AM. to 5:00 PM Pacific Time, Monday through Friday, if the call is placed before 2:00 PM Pacific Time. If the call is placed after 2:00 PM., service or maintenance shall be provided by 10:00 AM the following work day. Failure to meet the four (4)-hour on-site response time on a continual basis as documented by the Court shall result in liquidated damages. If the reported defect(s) remain unresolved for a period

of sixteen (16) business hours or more, the Vendor will provide the Court with a comparable loaner copier at no charge unless alternative arrangements are agreed to in advance by an authorized representative of the Court. If the original equipment cannot be repaired to the satisfaction of the Court, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the Court. Loaner equipment will be replaced within 30 days with the original machine or a new replacement.

31. The Vendor will be required to provide a maximum down-time guarantee on each copier/printer of no more than 5% during any calendar month. Down-time is calculated from the time the Court places the call, and ends when the machine is up and running correctly. It is based on the machine being inoperative or the copies made being unusable. (A calendar month consists of normal business hours 8:00 AM. to 5:00 PM., Monday through Friday, except for Court holidays.) If a machine exceeds the 5% requirement during a month, the Vendor will be required to provide a credit to the Court against the invoice for this machine equal to the amount of down time as calculated against projected monthly usage. If the machine exceeds the maximum down-time guarantee for two (2) consecutive months, the Court may require that the machine be replaced. The maximum down-time guarantee shall remain in force during the entire term of the contract.
32. All service calls except those designated as (a) preventative maintenance; (b) operational software or equipment upgrades; or (c) Court operator's negligence or abuse will be included in the down-time analysis.
33. Failure to maintain a maximum average down-time rate of 5% per copier/printer during a calendar month will result in a \$25 credit per copier/printer to the maintenance invoice for the month following the monthly review.
34. Machines having demonstrated a history of "excessive down time" shall be replaced by the Vendor with a new machine of equal or better features, unless the Court declines. Excessive down time shall be defined as four (4) or more service calls with more than eight (8) hours down time during a month. Down time is calculated from the time the Court places the call, and ends when the machine is up and running. Service calls that are operator-induced will not be counted. The replacement copier shall meet the Court's requirement as new, is of equal or greater technology, and offers the same or better features than the discontinued model. The replacement copier shall have the same or less monthly lease cost and cost-per-copy maintenance prices than the replaced copier.
35. Vendor shall provide telephone support and a toll-free phone number for placing service calls, which will be available Monday through Friday, 8:00 AM to 5:00 PM. Within two (2) hours of receiving the initial service call, the Vendor is required to contact the Court to establish an estimated time of arrival (ETA).
36. There will be no additional charges or overtime for time spent repairing equipment before or after the Court's normal operation hours (8:00 AM to 5:00 PM Pacific Time).
37. The Courts shall not be charged for copies made by Vendor's technicians during preventive or remedial maintenance service. Vendor will have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc). The credit must be presented to an authorized representative of the Court at the time of service.
38. Vendor is responsible for any damage to the premises of any site as a result of installation or repair and shall repair and restore to the original condition any area so damaged within the time frame designated by the Court.

39. Vendor shall guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term. Vendor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. It shall be the responsibility of the Vendor to maintain stock levels of all consumable supplies at the individual copier sites. If adequate stock is not available at a site, the Vendor must deliver the necessary items within four (4) hours on site after receipt of a verbal request. It is the responsibility of the Vendor to track the inventory and usage of supplies to ensure adequate availability.
40. If delivery of maintenance services or service performance is repeatedly unsatisfactory, the Court may terminate this contract in whole or in part and in that event, the Vendor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Court may reasonably obtain delivery or performance of similar services and supplies. The liquidated damages shall be in addition to excess costs under the default clause Liquidated Damages For Failure To Meet Four-Hour Service Call Response Time: If the Vendor fails to provide repair service within the required four (4) hours from the time of notification, a \$50 liquidated damages charge will be deducted for each incident.
41. The Vendor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will include make and model, Court location, and serial number of all installed equipment; Vendor's record of performed maintenance and repair; monthly volume by machine or copies produced; total billing for all copying services provided during each billing period.
42. Quarterly, the Vendor shall submit to the Court administrative representative, a Service Summary Report per location, listing (a) beginning dates/ times of all service calls; (b) description of problem per service call; (c) completion dates of all service calls; (d) number of hours or days down time per copier/printer; (e) Courtwide down-time % and (f) individual down-time % for each copier.
43. The Vendor shall also provide a quarterly report to the Court administrative representative indicating both Courtwide average response time and individual average response time for each copier/printer.
44. Monthly Usage Report: The Vendor shall provide the Court administrative representative a monthly cumulative report on copier volumes. The report shall include each copier, monthly usage and year-to-date totals.
45. Vendor shall guarantee that the equipment and prices proposed, including maintenance and supplies, shall be available to the Courts for the entire contract period. For manufacturers, a signed proposal shall be considered as providing this guarantee.
46. It shall be the Vendor's responsibility to examine each delivery site and to advise the Court of any safety, space, or special requirements that are to be met prior to delivery of equipment. Special requirements may include telecommunication line and jack for computer networking, dedicated electrical line, special electrical plug-in outlet, etc.
47. If the Vendor's equipment requires any special electrical accommodation (i.e., dedicated power line, isolation transformer, power filter, surge protector or suppressor, etc.), it shall be the Vendor's responsibility to provide and/or coordinate with Court such requirements at the Vendor's expense.
48. Vendor shall clean area and properly dispose of all packing materials, boxes, etc. immediately after installation and repair services are performed.

49. While Vendor's employees are on Courts' premises, Vendor shall maintain strict work discipline and affect its work in compliance with governmental laws and occupational health and safety regulations.
50. Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to deliver and install digital copiers/printers under the Agreement. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the Court. The Courts have no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required for performing services under the Agreement.
51. Access to Court building(s) will be as directed by the Court administrative representative.
52. The Vendor will inform its employees of restricted areas where their access is forbidden. Restricted areas will be designated by the Court representative(s).
53. Vendor shall not permit any employee who has been convicted of a felony to perform on the contract. Court reserves the right to review the personal background and conduct security clearances on the Vendor's assigned personnel.
54. Vendor shall ensure that no equipment or supplies will be delivered to the Site(s) prior to the date(s) agreed upon in the phase-in schedule by the Court's authorized representative.
55. Vendor will retain all confidential information provided by the Court, or inadvertently obtained while performing service, in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under the Agreement entered into between the Court and Vendor without the prior written consent of the Court. The Courts will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Vendor will not issue any public announcements concerning the Court without the prior written consent of the Court.
56. Vendor shall be responsible for all material(s) shipped prior to and during installation until the Court gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the Court is the responsibility of the Vendor.
57. Vendor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, and assembly plus inspection before and after installation of all items specified herein.
58. Vendor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. The Vendor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, the Court may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Vendor as deemed appropriate.
59. It will be the responsibility of the Vendor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Vendor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Vendor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the Court.
60. The Vendor shall provide for each site, at no additional cost, and in unlimited quantities, an operator training program for a primary operator, a back-up key operator and an operations

demonstration for the casual users to be scheduled at mutually agreed times prior to the initial installation and monthly thereafter if requested.

61. Vendor shall hold title to all equipment and accessories provided under this contract. Even though the copier/printers and accessories will be installed on Court premises, the Court shall be relieved from risk of loss and/or damage during the period of transportation, installation, or during the entire time the equipment is in the possession of the Court except when loss or damage is due to fault or negligence of the Court. If damage or loss occurs to the installed equipment caused by negligence or willful act of the Court, reimbursement to the Vendor may be made as follows: The Vendor shall submit an invoice and a written damage or loss evaluation/claim to the Court's authorized representative. If the damaged equipment can be repaired, the Vendor will invoice the Court at the Vendor's lowest current manufacturer's list price rates for parts and labor.
62. If Vendor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients, the Vendor shall reimburse the Court for the services not so adequately supported and documented. Pertaining to audits, Vendor shall make available to the Court access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Vendor shall be made available for auditing purposes at no cost to the Court.
63. If at any time it is determined by the Court that a cost for which payment has been made is a disallowed cost, the Court shall notify the Vendor in writing of the disallowance and the required course of action, which shall be at the option of the Court either to adjust any future claim submitted by the Vendor by the amount of the disallowance or to require repayment of the disallowed amount by the Vendor forthwith issuing a check payable to the Court. Records may be audited by the Court or its designated representative at any time during regular working hours. Records may be audited if the contract is terminated in order to arrive at termination costs. Records may be audited to determine the Court's rights and the Vendor's obligations. Records may be audited to establish facts relative to any claim against the Vendor that may result in a charge(s) against the Court.
64. The Courts shall have the use of data and reports resulting from this contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this contract and its performance.
65. The Vendor agrees that none of its officers or employees shall use or reveal any research, legal documents, or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Courts shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.
66. Vendor shall provide the Court administrative representative a list of ALL employees who will access Court facilities under this contract. Background checks may be performed on those employees and access to Court facilities will be granted to those who have passed the background checks.

ATTACHMENT D – VENDOR CONFIDENTIALITY AGREEMENT

VENDOR CONFIDENTIALITY AGREEMENT

As a Vendor to the Superior Court of California, County of Butte, and/or the Superior Court of California, County of Glenn, you may have access to confidential information, which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual’s civil rights and violate constitutional rights of privacy. Penal Code Section 502, prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300, identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code Section 11140 – 11144 and 13301 – 13305, prescribe penalties for misuse of criminal history information. Government Code Section 6200, prescribes felony penalties for misuse of public records. Penal Code Sections 11142 and 13300 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record of information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

Civil Code Section 1798.53, Invasion of Privacy, states:

“Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual.”

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES

Civil, Criminal, and Administrative Penalties are prescribed in the following code sections:

- Penal Code Section 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code Section 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code Section 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article, I, Section 1 (Right to Privacy)
- 1798.53 Civil Code, Invasion of Privacy
- Title 18, USC, Sections 641, 1030, 1951 and 1952

Any Vendor who is responsible for such misuse may be subject to immediate termination. Violations of the above code sections may result in criminal and/or civil action

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Vendor _____

Signature _____

Date: _____

Printed Name: _____

Title: _____

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

Signature

Printed Name

Title

Date