

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING RFPs

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to Scott Miller, Court Services Analyst III at smiller@buttecourt.ca.gov. Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

- C. If a Proposer has submitted a proposal and discovers an error in the RFP after the proposal due date and time listed in the timeline of the RFP but before the award of the contract, the Proposer may be allowed to withdraw its proposal if the Proposer can demonstrate to the Court's satisfaction: (i) an error exists in the RFP, (ii) the error materially affected the Proposer's proposal, and (iii) the Proposer did not discover the error prior to submission of its proposal.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum and posting it on Court website. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to respond to the RFP, the Proposer shall immediately notify the Court Contracting Specialist via email no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the contract), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify

the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal. This section does not apply to questions regarding a scheduled pre-proposal conference that are asked within the RFP timeline.

8. EVALUATION PROCESS

- A. The Court will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to be misleading regarding a requirement of the RFP.
- C. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- F. During the evaluation process, the Court may perform certain checks to determine if a Proposer is deemed ineligible for contract award. For example, Proposer must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the Court will post an intent to award notice on the Court website, www.buttecourt.ca.gov

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

11. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. If appropriate, a purchase order (PO) may be awarded to the successful Proposer. Services rendered shall be accompanied by a priced invoice and/or packing list or documentation itemizing all services and that contains at the least:

Name of Proposer, purchase order number, date of order,
description of services rendered and service locations.

Proposer is required to obtain a signature from the receiving court employee indicating receipt and acceptance of services rendered.

12. FAILURE TO EXECUTE THE CONTRACT

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

13. NEWS RELEASES

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

ATTACHMENT B – CONTRACT COVER SHEET

SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

CONTRACT AGREEMENT COVERSHEET

AGREEMENT NUMBER

TBD

1. In this contract agreement (the “Agreement”), the term “Court” refers to the **Superior Court of California, County of Butte**, and the term “Contractor” refers to the **TBD**
2. This Agreement is effective as of **TBD** (the “Effective Date”) and expires on **TBD**
3. The title of this Agreement is **Phone System Installation**

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

4. The amount under this Agreement is: **TBD**
5. This Agreement incorporates the terms and conditions set forth **TBD**

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of Butte	TBD
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly Flener, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING TBD
ADDRESS 1 Court Street Oroville, CA 95965	ADDRESS TBD

ATTACHMENT B: EXHIBIT A - GENERAL TERMS AND CONDITIONS

Each proposer must state in its proposal whether it accepts the below, standard contract terms and conditions. Any exceptions must be included, if at all, with the proposal submission. **Please note:** (1) Terms marked with an asterisk (*) are *mandatory minimum terms* of the procurement, and taking any material exception will render a proposal non-responsive; and (2) exceptions taken to other terms and conditions may be a negative factor in evaluation of a proposal.

1. INDEMNIFICATION (*)

The Contractor shall indemnify, defend (with counsel satisfactory to the Court), and save harmless the Court and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. RELATIONSHIP OF PARTIES

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Court.

3. TERMINATION FOR CAUSE

- A. Pursuant to this provision, the Court may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof or, (b) fails to perform any requirements of this Agreement. If upon notice from the Court specifying failure due to any of the preceding two (2) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
 - ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any Court authority relating to insolvency or protection from the rights of creditors.

- B. In the event the Court terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the Court may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Court for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the Court shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. TERMINATION OTHER THAN FOR CAUSE

- A. In addition to termination for cause under *paragraph 3*, above, the Court may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the Court terminates all or a portion of this Agreement other than for cause, the Court shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. NO ASSIGNMENT

Without the written consent of the Court, the Contractor shall not assign this Agreement in whole or in part.

6. TIME OF ESSENCE

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

7. VALIDITY OF ALTERATIONS

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall

not be binding on any of the parties.

8. CONSIDERATION

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

11. DEFINITIONS

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable or other Contract requirement, in compliance with the Contract Documents, including without limitation, *Exhibit C - Work to be Performed*.
- B. **“Court Executive Officer”** refers to that individual or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
- C. **“Amendment”** means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“Court”** means the Superior Court of California, County of Butte. The Court is a party to this Contract.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Court’s business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- F. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed Court Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”

- G. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Court to the Contractor for performance of the Work, in accordance with the Contract Documents.
- H. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day, unless otherwise specified.
- K. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Court for acceptance.
- L. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the Court are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- M. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O. **“Standard Agreement Coversheet”** refers to the form used by the Court to enter into

agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”

- P. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this *Exhibit A*.
- Q. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Court refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- R. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Court.
- S. “**Term**” comprises the **First Term** and the **Second Term**.
- T. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.
- U. “**To Be Determined**” or “**TBD**” is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the Court and incorporated into the Agreement via Amendment(s).
- V. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Court. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

12. MANNER OF PERFORMANCE OF WORK

The Contractor shall complete all Work specified in these Contract Documents to the Court's satisfaction and in compliance with the Non-discrimination/No Harassment Clause, as set forth in this *Exhibit A*.

13. COURT'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS (*)

- A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work,

without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Court may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Court's rights to terminate for convenience or default.

- B. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

14. STOP WORK

- A. The Court may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Court's Obligation Subject to Availability of Funds provision, as set forth under this *Exhibit A*, the Court shall allow reasonable costs resulting from the Stop Work Order in

arriving at the termination settlement.

- D. The Court shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

15. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Under this Agreement, the Contract Administrator, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Contract Administrator.

- i. Any Notice from the Contractor to the Court shall be in writing and shall be delivered the Contract Administrator as follows:

Superior Court of California, County of Butte
1 Court Street
Oroville, CA 95965
Attn: Scott Miller

- ii. Other than for Notices, the Contract Administrator may be contacted as follows:

Telephone: 530-532-7013
Facsimile: 530-538-8567
Email: smiller@buttecourt.ca.gov

- B. Notice to the Contractor shall be directed in writing to: TBD.

16. STANDARD OF PROFESSIONALISM

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

17. EVALUATION OF CONTRACTOR

The Court shall evaluate the Contractor's performance under the Agreement.

18. ACCEPTANCE OF THE WORK

- A. The Contract Administrator shall be responsible for the "Performance Acceptance Form" (*Appendix E*) required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Contract Administrator will apply the Acceptance Criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:

- i. Timeliness: The Work was delivered on time;
 - ii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the Court, in accordance with direction from the Contract Administrator. The Court shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria.
- D. If the Court rejects the Work provided, the Contract Administrator shall submit to the Contractor a written rejection, describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Contract Administrator requests further change, the Contractor shall meet with the Contract Administrator, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Court Executive Officer of the Court and a principal of the Contractor, as set forth in subparagraph F, below.
- F. If agreement cannot be reached between the Contract Administrator and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer of the Court, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Court Executive Officer, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Court Executive Officer, or its designee, in the reasonable time established by the Court Executive Officer, the Court may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of paragraph 3, above.

19. CONTRACTOR'S PERSONNEL AND REPLACEMENT OF PERSONNEL

- A. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if in the Court's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the Court. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the

Contractor shall immediately assign replacement personnel acceptable to the Contract Administrator, possessing equivalent or greater experience and skills.

- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Contract Administrator, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project contact. Such personnel are subject to all Court background checks and Court approval before the personnel enter a Court facility.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to paragraph 3, above.
- E. Contractor shall have all employees working in the Facilities fingerprinted, at Court expense, by the Butte County Sheriff's Department. Verification of clearance for any employee with access and entry into the Facilities must be received by the Court PRIOR to the start of work. For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's premises in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in the performance of any background check. Contractor will provide prompt Notice to Court of any person refusing to undergo such background check, and will immediately remove such person from the project. If necessary, Contractor will assist Court with obtaining all releases, waivers, or permissions required for the performance of the background check and/or release of such information to Court. All employees and/or Subcontractors of Contractor providing janitorial services must disclose if they have any case(s) pending before the Court. The Court will review each case and determine whether the employee's involvement with the case and their presence in the courthouse exposes the Court to undue risk. At the Court's request, Contractor will provide an alternative employee to perform these services. Contractor's employees and/or Subcontractors must have previously completed an employment eligibility verification form with their employer, as proof of their legal right to work in the United States.
- F. Notwithstanding the foregoing, Court shall have the right at any time to refuse access to the Court's premises or systems to any employee, Subcontractor or agent of Contractor where the Court determines, in its sole discretion, that such person or entity poses a risk to the Court, or any person, system, or asset associated with the Court.
- G. All employees shall be identified while on the premises by picture identification card and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily. Contractor shall be responsible for the cost of these items. Contractor's employees shall not wear shorts, cut-off pants, sweat pants, pajama bottoms, jogging suits, or ripped, torn, or patched clothing while working at a Court facility.

20. SUBCONTRACTING

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Court agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

19. NOTICE OF FORCE MAJEURE

If performance is delayed as a result of Force Majeure, the affected party shall provide prompt Notice to the other party and shall be excused from default or delay in performance while such circumstances prevail so long as such party continues to use commercially reasonable efforts to recommence performance as soon as possible.

21. SERVICES WARRANTY

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Court, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

22. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Contract Administrator. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Contract Administrator reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Court Standard Agreement.

23. ACCOUNTING SYSTEM REQUIREMENT

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

24. RETENTION OF RECORDS

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with Court and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

25. AUDIT

The Contractor shall permit the authorized representative of the Court or its designee or both at any reasonable time to inspect or audit all Data relating to performance to the Court under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after the expiration date of this Agreement, whichever occurs later.

26. INSURANCE REQUIREMENTS

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Court shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the Court of residency.
 - ii. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Court. The deductible and/or self-insured

retention of the policies shall not limit or apply to the Contractor's liability to the Court and shall be the sole responsibility of the Contractor.

- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The Court, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Court, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Court certificates of insurance satisfactory to the Court evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Court's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Court, the Contractor shall, upon Notice to that effect from the Court, promptly obtain a new policy, and shall submit the same to the Court, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Court of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Superior Court of California, County of Butte, 1 Court Street, Oroville CA 95965 Attn: Administration.

20. LOSS LEADER

Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

21. ANTITRUST CLAIMS

- A. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by

Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this Section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (GC 4554)

27. CONFIDENTIALITY

- A. Both the Court and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Contractor may have access to confidential information.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Court's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Contract Administrator, representatives of the Court that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

28. COPYRIGHTS AND RIGHTS IN DATA

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the Court.

29. LIMITATION ON PUBLICATION

The Contractor shall not, without prior written consent of the Court, directly or indirectly, make use of advertising or publicity containing any reference to the Court or any of its employees.

30. LIMITATION ON COURT'S LIABILITY

The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.

31. USE OF COURT OR COURT PROVIDED EQUIPMENT

The Court shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the contractor, or by any of its employees, subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the contractor by the Court.

32. CONFLICT OF INTEREST

A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of Court funds or that are sponsored by the Court if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former Court employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from Court service.

33. COVENANT AGAINST GRATUITIES

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Court will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Court in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. NATIONAL LABOR RELATIONS BOARD

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the Court of California that no more than one (1) final, unappealable finding of contempt of court by a federal Court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

35. DRUG-FREE WORKPLACE

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, §8355 through §8357.

36. NONDISCRIMINATION/NO HARASSMENT CLAUSE

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or proposer for employment because of because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and proposers for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, §§12990 et seq., and the applicable regulations promulgated under California Code of Regulations, Title 2, §§7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, §12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

37. AMERICANS WITH DISABILITIES ACT

By signing this Agreement, Contractor assures the Court that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§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.

38. PERMITS AND LICENSES

The Contractor shall observe and comply with all federal, Court, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

39. CALIFORNIA LAW

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

40. SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

41. WAIVER

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

42. SIGNATURE AUTHORITY

The parties signing this Agreement certify that they have proper authorization to do so.

43. SURVIVAL

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

44. ENTIRE AGREEMENT

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous

RFP Title: Phone Installation

RFP Number: 0001-2012

proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the Court.

45. SB 78 EXHIBIT

This Agreement incorporates the terms and conditions set forth in *Exhibit B* entitled "SB 78". If there is any conflict between a provision in the SB 78 Exhibit and any other provision of this Exhibit, the provision contained in the SB 78 Exhibit prevails.

END OF EXHIBIT A

ATTACHMENT B: EXHIBIT B -TERMS AND CONDITIONS (SB 78)

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor or Contractor's representative (Contractor) certifies that the following representations and warranties are true:

- (A) *Authority.* Contractor is qualified to do business and in good standing in the State of California. Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor. (*)
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the COURT.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code. (*)
- (D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of a COURT with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning its performance under this Agreement. (*)
- (E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410, or 10411, which, in general, limit entering into (i) follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, or (ii) contracts with former employees of the COURT; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with certain COURTS. (*)
- (F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform under this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform under this Agreement.

- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due. (*)
- (I) *Work Eligibility.* All personnel assigned to perform work under this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Union Organizing.* As required under Government Code sections 16645 - 16649, Contractor has not used any funds received from the COURT under this Agreement to assist, promote, or deter union organizing.
- (K) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357. (*)
- (L) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. (*)
- (M) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination. (*)
- (N) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. (*)
- (O) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal

court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true. (*)

(P) *Special Provisions regarding Compliance with the Sweatfree Code of Conduct.* If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the COURT under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108.
- Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the COURT.

(Q) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If this Agreement provides for compensation of \$100,000 or more:

- Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. (*)

(R) *Special Provisions regarding Discharge Violations.* If this Agreement provides for the purchase or supplies, goods, or services in exchange for compensation of \$25,000 or more, Contractor is not in violation of any order or resolution not subject to review and promulgated by the State Air Resources Board or an air pollution control district; subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; a party that has been finally determined to be in violation of provisions of federal law relating to air or water pollution. (*)

- (S) *Special Provisions regarding the Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under Public Resources Code section 42460 et seq., Contractor complies with the requirements of the Electronic Waste Recycling Act of 2003, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.
- (T) *Special Provisions regarding the Use of Postconsumer Material.* If this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or Contractor website:
- Contractor has delivered a declaration to the COURT specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the COURT, regardless of whether the goods meet the requirements of Public Contract Code section 12209.1;
 - Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of the current declaration to the COURT, in which case the current declaration as amended will be true and correct; and
 - If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

1.2. **Covenant as to Representations and Warranties.** Contractor shall cause its representations and warranties above to remain true during the term of this Agreement, and Contractor shall promptly notify the COURT if any representation and warranty becomes untrue.

2. **Special Provisions for Agreements Providing for the Sale of Recyclable Goods**

If this Agreement provides for the sale of goods, regardless of whether the goods are specified in PCC 12207, the COURT shall purchase and Contractor shall sell under this Agreement only recycled products if fitness and quality are equal to non-recycled products and recycled products are available to the COURT at the same or lesser total cost as non-recycled products. In addition, if this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

3. **Special Provisions for Document Printing Agreements**

If this Agreement is for printing documents, Contractor shall use only recycled paper, unless the proposed printing job cannot be done on recycled paper. Contractor shall certify in writing under penalty of perjury, upon completion of performance of the Services under this Agreement, the minimum percentage of post-consumer and secondary materials provided or used in the Services.

4. Special Provisions for Parts-cleaning Agreements

If this Agreement involves parts cleaning, Contractor shall use recycled solvents. Contractor shall certify in writing under penalty of perjury, upon completion of performance of this Agreement, the minimum percentage of post-consumer and secondary materials provided or used in the Services.

5. Special Provisions for Mined Minerals Agreements

If this Agreement involves purchasing mined minerals, Contractor shall not supply through this Agreement any sand, gravel, aggregates, or other minerals a COURT may not purchase under Public Contract Code section 10295.5.

6. Special Provisions for Agreements Providing for Progress Payments

If this Agreement provides for the making of progress payments to Contractor (e.g., in connection with the purchase and sale of any customizable goods), the COURT shall make the progress payments in arrears not more frequently than monthly and only following successful completion of any clearly identifiable project milestones set forth in this Agreement and that Contractor has successfully achieved on the date indicated. The COURT shall withhold an amount of not less than 10 percent from each installment payment pending final completion of all work.

7. Special Provisions for Federally-funded Agreements

If this Agreement is funded in whole or in part by the federal government, then:

- It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made;
- This Agreement is valid and enforceable only if sufficient funds are made available to the COURT by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner;
- The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

- The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 days' notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- Exemptions from the above requirements may be granted if the COURT can certify in writing that federal funds are available for the term of this Agreement.

8. Special Provisions regarding DVBE Participation Certification

If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the COURT: (i) the total amount the prime Contractor received under the Agreement; (ii) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

9. Special Provisions for Agreements for Equipment, Materials, or Supplies; Loss Leader Prohibition

If this Agreement involves the furnishing of equipment, materials, or supplies, Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

10. Special Provisions Applicable to Competitively Bid Agreements; Antitrust Claims

If goods or services under this Agreement were obtained by means of a competitive bid, COURT and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.). (*)

11. Special Provisions regarding Ownership of Results

11.1. Special Provisions Applicable to Agreements funded with Grant Funds. If this Agreement provides compensation to Contractor under a project funded through a grant, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with grant funds shall vest automatically and without further action of the parties with the COURT or grantor of funds, effective at the conclusion of the project. Contractor must await specific written instructions from the project manager regarding any transfer of title or disposition. If Contractor provides written certification to the COURT that the property will continue to be used for grant-related purposes and the COURT approves such certification in writing, the

COURT may permit title to all such property to remain with Contractor in accordance with the COURT's written instructions.

- 11.2. **Special Provisions Applicable to Certain Agreements for the Purchase of Equipment.** Title to equipment purchased or built with COURT funds (as compared to grant funds) vests in the COURT immediately upon payment of the purchase price. Even if the COURT owns the equipment, before delivery of the equipment to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from a negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments. At the COURT's election, the COURT may deduct from any amount payable to Contractor the cost of repair or replacement of damaged, lost, or stolen equipment.

12. Special Provisions for Rental Agreements

If this Agreement provides for rental of personal property, the COURT shall have no responsibility for loss or damage to the rented equipment arising from causes beyond the COURT's control. The COURT is responsible for repairs and liability for damage or loss only to the extent they become necessary and result from a negligent act or omission of the COURT or any judicial branch personnel.

If this Agreement provides for the rental of equipment or other personal property and the COURT has not expressly elected through this Agreement to maintain the equipment or other personal property, Contractor shall keep the equipment in good working order and make all necessary or appropriate repairs and adjustments without qualification.

13. Special Provisions Applicable to Consulting Services Agreements.

- 13.1. **Agreements of \$1,000 or more.** If this Agreement provides for the payment of \$1,000 or more for consulting services, as directed by the COURT, Contractor must deliver detailed performance criteria, a schedule for performance, and progress reports to the COURT to allow the COURT to determine whether Contractor is on the right track and the project is on schedule, to provide communication of interim findings, and to afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

- 13.2. **Agreements of \$5,000 or more.** If this Agreement provides for the payment of \$5,000 or more for consulting services:

- Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the COURT is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.
- Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the COURT.

- Contractor shall cooperate with the COURT if the COURT wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the COURT may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the COURT of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the COURT and performed by Contractor.
- As directed by the COURT, Contractor shall deliver resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role.

14.3 Legal Services. If this Agreement provides for the performance of legal services, Contractor shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the COURT. If this Agreement does not provide for legal representation to low- income or middle-income persons in civil, criminal, or administrative matters, Contractor shall also adhere to any litigation plans or case phasing of activities as may be required by the COURT. If this Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, and also provides for Compensation (other than reimbursement of expenses) over \$50,000, Contractor shall also comply with the requirements of Business and Professions Code section 6072, which concerns performance of pro bono legal services.

14. Special Provisions for Agreements for Certain Services with Compensation over \$200,000

If this is an Agreement for services, other than consulting services, with total compensation over \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

15. Special Provisions for Agreements Providing for Reimbursement of Costs; Union Activities Certification Requirement

If this Agreement provides for the reimbursement of costs to Contractor, as required under Government Code section 16645.1, Contractor shall include with any request for cost reimbursement from the COURT's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

16. Special Provisions for Commercial Office Moving Services Agreements

If this is an agreement of more than \$2,500 with a carrier for commercial office moving services, Contractor shall abide by the requirements contained in the State Administrative Manual, section 3810, regarding collective bargaining agreements, payment of prevailing wages, and standards and conditions of employment.

17. Special Provisions for Elevator Maintenance Agreements.

If this is an elevator maintenance agreement, the Term of this Agreement shall be for a period of no less than five years even if the coversheet specifies a shorter term, subject to the termination provisions in this Agreement.

18. Special Provisions regarding Contractor Insurance

18.1. Coverage Amounts.

- (A) *Commercial General Liability.* In addition to any other insurance required under this Agreement, Contractor shall provide and maintain at Contractor's expense Commercial General Liability coverage if this Agreement involves the hazardous activities or any other activity specified in the *Judicial Branch Contracting Manual*, chapter 8, appendix D, section 11. The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.
- (B) *Other Liability.* In addition to any other insurance required under this Agreement, unless waived in writing by the COURT, Contractor shall provide and maintain at Contractor's expense the following additional coverage during the term of this Agreement:
 - (1) *Workers Compensation and Employer's Liability.* If Contractor has employees, Contractor must maintain workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;
 - (2) *Professional Liability.* If this Agreement involves the furnishing of consulting services or professional services for the direct benefit of the COURT, Contractor must maintain errors and omissions coverage with minimum limits of \$1 million or more per claim, unless the COURT determines the risk of a lower limit is commercially reasonable under the circumstances, but not to be less than \$500,000 per claim or the limit Contractor actually maintains, whichever is greater.
 - (3) *Commercial Automobile Liability.* If Contractor will use a vehicle in the performance of this Agreement, Contractor must maintain commercial automobile liability coverage covering bodily injury and property damage liability and applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.
 - (4) *Commercial Crime Insurance.* If Contractor performs this Agreement regularly on the

COURT's premises, or handles or has regular access to the COURT's funds or property of significant value, Contractor must maintain commercial crime insurance covering dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; damage to COURT buildings, and property; and fraudulent transfer of money, securities, and property. The minimum liability limit must be approved by the COURT and relate to the value of property at risk.

- 18.2. **"Claims Made" Coverage.** If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the COURT's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.
- 18.3. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- 18.4. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 18.5. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the COURT all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the COURT's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 18.6. **Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.
- 18.7. **Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the COURT. Any replacement certificates of insurance are subject to the approval of the COURT, and, without prejudice to the COURT, Contractor shall not perform work before the COURT approves the certificates.
- 18.8. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

18.9. Required Policy Provisions. Each policy must provide, as follows:

- (A) *Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
- (B) *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

18.10. Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

- (A) *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
- (B) *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

18.11. Consequences of Lapse. If required insurance lapses during the Term, the COURT is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

19. Audit and Records

19.1. Audit. Contractor shall allow the COURT's designees and the COURT to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

19.2. Ownership. The COURT is the exclusive owner of all records and other material collected or produced in connection with Contractor's performance under this Agreement. Upon request at any time, subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the COURT or to another party at the COURT's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- Contractor's receipt of final payment under this Agreement; and
- The COURT's resolution with Contractor of the findings of any final audit.

19.3. Copies. Contractor may retain copies of any original documents Contractor provides to the COURT.

20. Choice of Law and Jurisdiction

California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

END OF EXHIBIT B

**ATTACHMENT C
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

_____ Proposer accepts Attachment B, Contract Terms and Conditions, and all accompanying Contract Exhibits, without exception.

OR

_____ Proposer proposes exceptions or modifications to Attachment B. Proposer must also submit (i) a red-lined version of Attachment B that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

Proposer:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

***Note: A material exception to the Terms and Conditions will render a bid non-responsive.**

Scope of Work and Payment Information will be drafted during the contract negotiation phase

**ATTACHMENT D
NO CONFLICT OF INTEREST CERTIFICATION**

Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

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

**ATTACHMENT E
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM THE COURT

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

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

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

Attachment F: Cost Proposal Instructions

Proposer shall submit a cost proposal that clearly identifies the costs associated with the proposal. The cost proposal must cover the following areas:

1. Initial Purchasing Costs

Costs associated with the initial equipment, software, and installation relating to the deployment of the phone system.

2. Initial Training Costs

Costs associated with initial training of key Court staff on the phone system.

3. On-going Maintenance Costs

Costs associated with the on-going maintenance and support of the phone system. Proposer should indicate if there is any cost escalation over the life of the maintenance agreement.

4. Expansionary Costs

Costs associated with the expansion of the phone system or replacement of phone system equipment throughout the life of the contract. Proposer should indicate if there is any cost escalation over the life of the maintenance agreement.

5. Licensing Costs

Costs associated with the licensing of any software. Proposer should indicate if there is any cost escalation over the life of the maintenance agreement.

6. Emergency Support Costs

Costs associated with emergency service and support of the phone system.

7. Other Costs

Any additional costs that are not categorized above.

**ATTACHMENT G
EXISTING INTER-TEL AXCESS PHONE SYSTEM**

Physical inventory

Current Extensions: Approximately 250

Butte County Courthouse (BC-CH)

Cabinet:Slot

01:01	Digital Keypad 16 Card (DKSC16+)
01:02	Digital Keypad 16 Card (DKSC16+)
01:03	Digital Keypad 16 Card (DKSC16+)
01:04	Single Line 16 Card (SLC16)
01:05	T1 Primary Rate Interface Card (T1/E1)
01:06	T1 Primary Rate Interface Card (T1/E1)
01:07	Options Card (OPC)
01:08	Central Processor / 512 (PCM-F)
01:09	T1 Primary Rate Interface Card (T1/E1)
01:10	Digital Keypad 16 Card (DKSC16+)
01:11	Digital Keypad 16 Card (DKSC16+)
01:12	DB Studio says "Digital Keypad 16 Card," card is printed with "IPRC"
01:13	DB Studio says "Digital Keypad 16 Card," card is printed with "IPRC"
01:14	Loop Start Card/Daughter (LSC)
01:15	Loop Start Card/Daughter (LSC)
01:16	Not Used
01:17	Digital Keypad 16 Card (DKSC16+)
01:18	Digital Keypad 16 Card (DKSC16+)
01:19	Digital Keypad 16 Card (DKSC16+)
01:20	Internet Protocol Resource Card (IPRC)
01:21	Digital Keypad 16 Card (DKSC16+)
01:22	Single Line Card (SLC)
01:23	Single Line Card (SLC)
01:24	Central Processor / 512 (PCM-F)
01:25	Digital Keypad 16 Card (DKSC16+)
01:26	Digital Keypad 16 Card (DKSC16+)
01:27	Digital Keypad 16 Card (DKSC16+)
01:28	Digital Keypad 16 Card (DKSC16+)
01:29	Single Line 16 Card (SLC16+)
01:30	Single Line 16 Card (SLC16+)
01:31	Uninstalled
01:32	Not Used

Butte County – Chico (BC-C)

Cabinet:Slot

02:01	Loop Start Card/Daughter (LSC)
02:02	Digital Keypad 16 Card (DKSC16+)
02:03	Digital Keypad 16 Card (DKSC16+)
02:04	Digital Keypad 16 Card (DKSC16+)
02:05	Loop Start Card/Daughter (LSC)
02:06	T1 Primary Rate Interface Card (T1/E1)
02:07	Digital Keypad 16 Card (DKSC16+)
02:08	Central Processor / CPC-Dual
02:09	Uninstalled
02:10	Uninstalled
02:11	Uninstalled
02:12	Uninstalled
02:13	Uninstalled
02:14	Uninstalled
02:15	Uninstalled
02:16	Not Used

Butte County Paradise (BC-P)

Cabinet:Slot

03:01	Digital Keypad 16 Card (DKSC16+)
03:02	Uninstalled
03:03	Uninstalled
03:04	Internet Protocol Resource Card (IPRC)
03:05	Uninstalled
03:06	Loop Start Card (LSC)
03:07	Uninstalled
03:08	Central Processor / CPC-Dual
03:09	Uninstalled
03:10	Uninstalled
03:11	Uninstalled
03:12	Uninstalled
03:13	Uninstalled
03:14	Uninstalled
03:15	Uninstalled
03:16	Not Used

Servers

BC-CH

Voicemail server running on Windows 2000 Server

Call Processing Server running on Windows 2000 Professional

Gateway server running on Windows XP Professional

OAISYS Net server and TASKE server running on Windows 2000 Server

Call Center Server running on Windows XP Professional

Connectivity

BC-CH

Voice mail server, cabled to dedicated switch

Call Processing Server, cabled to dedicated switch

Gateway server, cabled to dedicated switch

OAISYS Net server and Taske server, cabled to dedicated switch

Phone reporting server, cabled to dedicated switch

Interalia XMUCOM+

IPRC Card 1 – Cabinet 1: Card 12

IPRC Card 2 – Cabinet 1: Card 13

IPRC Card 3 – Cabinet 1: Card 20 – PTP to Paradise

BC-C

Chico IPRC – IP Phones

Chico Inter-Tel CPU

BC-P

Paradise IPRC – IP Phones

Paradise IPRC – Cabinet 3: Card 4 – PTP to BC-CH

Paradise Inter-Tel CPU

ATTACHMENT H PHONE SYSTEM REQUIREMENTS

1. GENERAL REQUIREMENTS

- A. The intent of this RFP/award is to purchase a new phone system. The Court intends to assume the title and ownership responsibilities of purchased equipment
- B. 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 and will minimize the downtime experienced by Court divisions during the change out of equipment.

2. 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 the Vendor's trained personnel.
- C. All training has been provided to the personnel at the delivery site.
- D. 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.

3. ADDING/DELETING EQUIPMENT

- A. The Court reserves the right to add additional phone sets to the phone system at any time during the contract period at the contracted purchase and maintenance prices.
- B. The Court reserves the right to add and/or delete phone system features, 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. The Court evaluates their business objectives on an ongoing basis. In supporting changes to our business environment, equipment and feature upgrades may be

reviewed. Possible purchase of additional features and system upgrades will be evaluated and discussed with the vendor on a case-by-case basis, as needs arise.

- D. 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 phone system components during the ordering period, provided that their replacements are kept for a five (5)-year period.
- E. The Court intends to occupy a new North County Courthouse facility in 2014/2015 that will replace both the Chico Courthouse and Paradise Courthouse facilities. Vendor's proposed solution should be expandable to fully incorporate this facility.

4. TRAINING

- A. 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; the Court seeks onsite management of the system that is deployed. (2) Court personnel shall receive full orientation and training on site after completed equipment installation. (3) Network connectivity, software installation (if any) and other technical support training, also at no cost to the Court, will be scheduled prior to delivery/installation.
- B. Training shall include instructions on the proper use of the equipment and features. Each phone set shall be delivered with an operator's instruction manual.

5. EQUIPMENT

- A. Proposed phone sets should be from the same manufacturer to facilitate the Court staff's ability to use the different phone sets provided.
- B. 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.

- C. 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 (OEM).
- D. The phone system 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 component. All materials used in the manufacturing of the phone system must be original equipment of the manufacturer.
- E. 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 the phone system installation (excluding individual phone sets). Each device shall meet the OEM's recommendations for electrical surge protection.
- F. 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.
- G. The Court promotes the purchase 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.
- H. 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.

6. TECHNICAL REQUIREMENTS

- A. The phone system is assumed to perform all of the common PBX functions, including, but not limited to:
 - o Auto attendant
 - o Auto dialing
 - o Automatic call distributor
 - o Call accounting
 - o Call blocking

- Call forwarding on busy or absence
- Call pick-up
- Call transfer
- Call waiting
- Conference call
- Custom greetings
- Direct Inward Dialing
- Do not disturb (DND)
- Interactive voice response
- Night service
- Public address voice paging
- Shared message boxes
- Speed Dialing
- Voice mail (and forward to e-mail)

B. The phone system must have the ability to route calls:

- by department
- based upon the time of day
- based on a predefined holiday schedule
- by the number dialed
- and by the incoming (dialing) number

C. The phone system should have the ability to record custom messages without granting full system access to the end user.

D. The phone system should allow the ability to customize the outgoing Caller-ID by extension or group.

E. The phone system must include the ability to create multiple interactive voice response menus (applications) and must be able nest applications and route calls from one application to another.

F. Users must be able to log in and out of different groups and system administrators must be able to remotely log individual users out of groups.

G. The phone system must include robust logging and reporting capabilities, including; reporting on the number of calls into a specific extension or group, and live reporting and historical reporting.

- H. The phone system must include the ability to define outgoing dialing rules by extension.
- I. Please describe the redundancy features of the phone system and the expected life of the various components of the system.
- J. The phone system should initially be able to support 1,000 extensions and have the ability to add more.

7. NETWORK REQUIREMENTS

- A. Phone system components with the network access must be compatible with the TCP/IP networking protocol and be capable of operating with Windows Server 2003 and 2003 R2, Windows Server 2008 and Windows 2008 R2, Windows XP Professional SP3, and Windows 7 Professional workstations.
- B. The phone system will be connected to the Court's Windows environment. The vendor shall be responsible for providing technical support during the network connection phase.
- C. Any software operating upgrades issued during the term of the support contract shall be installed and provided to the Courts at no charge.
- D. The Court reserves the right to test Proposer's equipment to ensure compatibility with the Court's 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.
- E. 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 phone sets and voicemail. The proposal shall include an outline of technical support services available to support the phone system. Technical support services include all actions to diagnose, restore to manufacturer's and Court's specifications and correct product and software malfunctions to their original capability.
- F. 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.

- G. 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.

- H. Remote access to the phone system by the Vendor (e.g., remote diagnostics or system usage) will be made available; however, each individual requesting remote access must complete the Court's Acceptable Use of Technology form. This form will be provided upon request once the Court has determined that remote access by the Vendor is necessary.

**ATTACHMENT I
DVBE CERTIFICATION FORM**

Please complete only ONE section below

SECTION A: FIRM IS NOT A DVBE

I, the official named below, certify that the company named below is **NOT** a Disabled Veteran Business Enterprise pursuant to the definition listed in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations.

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

SECTION B: FIRM IS A DVBE

I, the official named below, certify that the company named below is a Disabled Veteran Business Enterprise pursuant to the definition listed in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations.

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