



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
Hall of Justice and Records
400 County Center
Redwood City, California 94063-1655

JOHN FITTON
COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

(650) 363-4766
FAX (650) 363-4698
www.sanmateocourt.org

April 24, 2013

TO: POTENTIAL BIDDERS
FROM: Superior Court of California, County of San Mateo
SUBJECT: **REQUEST FOR QUOTE**

ACTION REQUIRED: You are invited to review and respond to the attached Request for Quote (RFQ):

Project Title: **Metal File Shelving Relocation Services**
RFQ No.: RFQ 2013-02

DEADLINE FOR SUBMITTING QUESTIONS: May 16, 2013 at 3:30 PM (PST)

BID DUE DATE: QUOTES MUST BE RECEIVED BY MAY 20, 2013 AT 3:30 PM (PST)

SUBMISSION OF BIDS: Quotes should be sent or delivered to:
Superior Court of California, County of San Mateo
Attn: Timothy Gee, Management Analyst III
400 County Center, 4th floor
Redwood City, CA 94063

EXHIBITS: Exhibit A: [Services Specifications](#)
Exhibit B: [General Terms and Conditions](#)
Exhibit C: [Bid Cover Sheet](#)
Addendum A: Contractors Acceptance of Terms
Addendum B: Contractor's Certification
Addendum C: Darfur Contracting Act Certification

CONTACT FOR ADDITIONAL INFORMATION: e-mail: rfp@sanmateocourt.org, Subject Line: Metal Shelving Relocation

Acceptable Delivery Methods: Mail, Express Delivery or Hand Delivery

THIS IS NOT AN ORDER OR CONTRACT FOR SERVICES

1.0 BACKGROUND

The Court is seeking Quotes from qualified vendors who will provide staff, equipment and vehicles to pick up and move open metal file shelving and rolling metal shelving units from San Mateo and Daly City to Redwood City, California. Please see the specifications and work requirements in Exhibit “A”. This will be a one-time job. However, the Court is issuing another RFB for additional moving of office furniture, equipment and court files in the very near future.

2.0 DESCRIPTION OF REQUIREMENTS:

- 2.1 Contractor must be a California licensed moving company in good standing that is fully insured for the work to be performed.
- 2.2 The pick-up and delivery information is contained in Exhibit “A”.

3.0 RFQ TIMELINE

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

EVENT	DATE
RFQ issued	April 24, 2013
Protest to Solicitations Specifications due date	May 2, 2013, 3:30 PM (PST)
Tour of facilities and materials to be moved	May 14, 2013
Deadline for questions	May 16, 2013, 3:30 PM (PST)
Questions and answers posted	May 17, 2013
Due date and time for submitting bids	May 20, 2013, 3:30 PM (PST)
Notice of Intent to Award (<i>estimate only</i>)	May 23, 2013
Protest to Award due date	May 28 or 5 days after issuance of Notice of Intent to Award
Execution of contract (<i>estimate only</i>)	May 30, 2013
Estimated Move Date	Saturday, June 8, 2013 at 8:00 AM

4.0 RFQ ATTACHMENTS

The following attachments are included as part of this RFQ:

ATTACHMENTS	DESCRIPTION
Exhibit "A" - Services Specifications	This document sets out the specifications for the services that are to be performed under this RFQ.
Exhibit B: Court Standard Terms and Conditions	If selected, the person or entity submitting a quote ("Bidder") must sign the contract that includes the provisions of these Standard Terms and Conditions (the "Terms and Conditions").
Exhibit C: Quote Coversheet	This form must be completed and attached to the quote documents.
Attachment A: Bidder's Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive.
Attachment B: Contractor's Certificate	Bidder must complete this Certificate to indicate their compliance with the provisions of section 5.3 A below and include it with their quote.
Attachment C: Darfur Contracting Act Certification	Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its quote.
Attachment D: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the quote.

5.0 SOLICITATION INSTRUCTIONS

5.1 Submittal Of Quotes And Reservation Of Rights

- A. The vendor must complete one copy of the Quote Cover Sheet (see Exhibit "C"). The completed Cover Sheet must be delivered to the Court along with two hard copies of the Quote to the contact listed above prior to the Quote submittal due date and time indicated.
- B. All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.
- C. The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

5.2 Specifics of A Responsive Quote

The following information shall be included in the quote as indicated on the Request for Quote form:

- A. Name, address, telephone number, fax number, e-mail address, federal tax ID number and name of the vendor's representative/contact.
- B. Detailed schedule of costs providing two different quotes as specified in section Exhibit "A" and include any additional rate charges for elevators or stairs.
- C. Pricing for moving carts (i.e. files cart, bins, etc.)
- D. A statement of vendor's financial stability
- E. References: List of the last 5 contracts with contact information, preferably those with other courts and/or governmental agencies
- F. Copies of required licenses and insurance coverage including proof of being California Public Utilities Commission licensed.

5.3 Certifications, Attachments, and other requirements.

Bidder must include the following certifications in its quote:

- A. Bidder certifies that it 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 (Attachment “A”)
- B. Bidder must complete the Darfur Contracting Act Certification (Attachment B) and submit the completed certification with its quote.
- C. If (i) Bidder is a corporation, limited liability company, or limited partnership, and (ii) the agreement resulting from this RFQ will be performed in California, proof that Bidder is in good standing and qualified to conduct business in California.
- D. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- E. If the vendor is qualified as a DVBA as described in section 8.2 of the General Terms and Conditions, vendor shall notify the Court in its Quote that it is qualified and will comply with the requirements stated therein.

5.4 RFQ Addenda

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

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

5.5 Ambiguity, Discrepancies, Omissions

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

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

5.6 Contact With Court

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

5.7 Acceptance Of Terms

- A. The requested goods and services will be provided pursuant to the attached General Terms and Conditions. The Bidder must either indicate acceptance of the General Terms and Conditions or clearly identify exceptions to the terms. An “exception” includes any addition, deletion, or other modification.
- B. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
- C. **A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a quote non-responsive.**

5.8 Confidential Or Proprietary Information

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

5.9 Error In Submitted Quote

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

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

6.0 OFFER PERIOD

A Bidder's quote is an irrevocable offer for sixty (60) days following the quote due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

7.0 EVALUATION CRITERIA

7.1 Quotes will be evaluated to determine the quote that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a quote must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any quote whose price is outside of the competitive range.

7.2 The Court may conduct interviews with Bidders to clarify aspects of their quotes. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Bidders regarding interview arrangements if necessary.

7.3 Criteria to include and weighted accordingly as indicated:

1. Experience with similar services [15 points]
2. Implementation Plan [10 points]
3. Credentials [10 points]
4. Pricing [50 points]
5. Experience working with courts and/or other governmental agencies [15 points]
6. Vendor's financial status (determined by years of operation, client base; finance history) [Considered]
7. References [Considered]

8.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each quote will be retained by the Court for official files and will become a public record. Accordingly, Bidder should not include confidential or proprietary information in its quote.

9.0 AWARD

The Court will make an award to the bidder that complies with the requirements of this RFQ, is able to meet the court's specifications set forth in Exhibit "A" and offers the best reasonable and responsive quote to the Court.

10.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest.

All protests should be sent to:
Superior Court of California, County of San Mateo
Attn: Court Finance Director
400 County Center, 4th floor
Redwood City, CA 94063

10.1 The deadline for the Court to receive a solicitation specifications protest is May 2, 2013, 3:30 PM (PST).

10.2 The deadline for the Court to receive an award protest is within 5 days of the Court's issuance of its Notice of Intent to Award.

11.0 FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 3.0 (RFQ Timeline") 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 Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

12.0 RIGHTS

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar Request for Quotes in the future. This Request for Quote is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing the quote. One copy of a submitted quote will be retained for official files and becomes a public record.

13.0 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 or designee.

EXHIBIT “B”
GENERAL TERMS AND CONDITIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) *Authority.* Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (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 Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (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; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (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 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 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 this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *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.
- (L) *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 sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.
- (M) *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 discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees

or between same-sex and different-sex spouses of employees.

(N) *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.

(O) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:

(1) 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(P) *Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

(Q) *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.

(R) *Jury Duty.* For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

1.2 **Covenant as to Representations and Warranties.**

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the COURT if any representation and warranty becomes untrue.

2. **Indemnity**

Contractor shall indemnify and defend (with counsel satisfactory to the COURT's Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. **Insurance**

3.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

B. *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; and

- C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim.
- D. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.
- E. *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.

3.2 "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.

3.3 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

3.4 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.

3.5 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.

3.6 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 the State of California, the Judicial Council of California and the Superior Court of California, County of San Mateo as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

4. Default and Remedies

4.1 Default. A default exists under this Agreement if:

- A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) days' following notice of default or is not capable of being cured within this cure period;
- B. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

4.2 Notice. Contractor shall notify the COURT immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

4.3 Remedies.

- A. *Available Remedies.* The COURT may do any of the following:
 - (1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor;
 - (2) Require Contractor to enter into non-binding mediation;
 - (3) Exercise, following notice, the COURT's right of early termination of this Agreement as provided below; and
 - (4) Seek any other remedy available at law or in equity.
- B. *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually

or in combination with any other available remedy.

5. Termination and Cancellation; Effect of Expiration or Termination

5.1 Early Termination and Cancellation Rights.

- A. The COURT may terminate this entire Agreement immediately "for cause" if Contractor is in default;
- B. The COURT may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the COURT, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the COURT), if:
 - (1) the COURT determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
 - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The COURT may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

5.2 Effect of Expiration and Early Termination; Survival.

- A. Upon the Termination Date:
 - (1) The COURT shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
 - (2) Without prejudice to the COURT, Contractor shall be released from performing Services.
- B. All provisions of this Attachment "C" will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

6. Assignment and Subcontracting; Successors

6.1 Permitted Assignments and Subcontracts.

- A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:
- (1) The COURT may assign the COURT's rights and duties to any Judicial Branch Entity. The COURT shall notify Contractor in writing within 30 days following the assignment.
 - (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
 - (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
 - (b) affirm the rights granted in this Agreement to the non-assigning party;
 - (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
 - (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.
- B. No assignment or subcontract will release either party of its duties under this Agreement.

6.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individuals as specified in Section 5 of the Contract for Services above.

8. Miscellaneous Provisions; Interpretation

8.1 Independent Contractor. Contractor is an independent contractor to the COURT. No employer-employee, partnership, joint venture, or agency

relationship exists between Contractor and the COURT.

8.2 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: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) 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.

8.3 Audit and Records

- A. *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.
- B. *Ownership.* The COURT is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the COURT's notice at any time, and 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:
- (1) Contractor's receipt of final payment under this Agreement; and
 - (2) The COURT's resolution with Contractor of the findings of any final audit.
- C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the COURT.

8.4 Special Provisions regarding Ownership of Results.

- A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable

and non-expendable personal property with a value of \$500 or more purchased with COURT funds shall vest, automatically and without further action of the parties, with the COURT. 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. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with COURT funds, title to any equipment purchased or built with COURT funds shall vest in the COURT immediately upon payment of the purchase price. Before delivery to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

8.5 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.

8.6 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.

8.7 Confidential Information; Publicity.

A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:

- (1) All written information that is marked confidential;
- (2) All non-public information in electronic form to which Contractor has access; and
- (3) All verbal information the COURT later confirms in writing is confidential.

The COURT owns the confidential information, and the COURT authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the COURT's confidential information to the same extent as this section 3.8. Contractor may also disclose the COURT's confidential information to the extent necessary to comply with law, provided Contractor gives the COURT advance notice.

- B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT's Business Services Manager.
- C. *Specific Performance.* Contractor understands a default under this section 4.1 will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the COURT will be entitled to seek.

8.8 Special Provisions for Federally-funded Agreements

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

- A. 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;
- B. 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;

- C. 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.
- D. 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.
- E. 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.

8.9 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- 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 pursuant to the bid. 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 chapter, 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 (1) the COURT has not been injured thereby, or (2) the COURT declines to file a court action for the cause of action. (GC 4554)

8.10 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.

- 8.11 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.
- 8.12 Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 8.13 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- 8.14 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 8.15 Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.16 Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.
- 8.17 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” means this Standard Agreement as defined on the Coversheet.

“Contractor” means the person or entity defined on the Coversheet.

“Compensation” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

"Consulting Services Agreements" do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.

“Coversheet” refers to the first sheet of this Agreement.

“DVBE” is an acronym for disabled veterans’ business enterprise.

“Effective Date” has the meaning defined on the coversheet of this Agreement.

“Expiration Date” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“Initial Term” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“COURT” has the meaning defined on the coversheet of this Agreement.

“Judicial Branch Entity” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Loss,” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“Option Period” means the period, if any, through which this Agreement may be extended by a party.

“Services” are Contractor’s duties as defined in Appendix A.

“Term” comprises the Initial Term and any Option Period.

“Termination Date” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.

EXHIBIT "C"
FILE SHELVING MOVING SERVICES QUOTE COVER SHEET

RFQ NO: 2013-02

Date Issued: April XX, 2013

Vendor Submitting Quote:

Name: _____

Address: _____

Federal Tax ID: _____

Contact: _____

Telephone: _____ **Fax:** _____

E-mail: _____

THIS IS NOT AN ORDER

Total Cost: _____

Bid Valid Through: _____

Vendor Signature: _____

Date: _____

Printed Name _____

Title: _____

ATTACH BID TO THIS COVER SHEET

**ATTACHMENT A
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

1. Bidder accepts Exhibit "B": Court Standard Terms and Conditions ("Attachment 2") without exception.

OR

2. Bidder proposes exceptions or modifications to Exhibit "B". Bidder must also submit (i) a red-lined version of Exhibit "B" that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification. A Microsoft Word version of Exhibit "B" will be provided at the bidder's request by e-mailing the contact person for this solicitation.

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

**ATTACHMENT B
CONTRACTOR CERTIFICATION**

_____ does not have an 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.

By (Authorized Signature)	<i>Date:</i>
Printed Name and Title of Person Signing:	

**ATTACHMENT C
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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