Superior Court of California
County of Solano
600 Union Avenue
Fairfield, CA 94533

INVITATION FOR BIDS

COURTROOM ELECTRONIC RECORDING

IFB No: 48-2012-03 **Date Issued: March 5, 2012**

BIDS DUE: April 9, 2012 no later than 4:30 p.m. PST

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Superior Court of Solano County is seeking bids for courtroom electronic recording systems. The purpose of this system is to record and produce electronic records of courtroom proceedings. Installation of this system in Department 24 (courtroom 106 in Vallejo), Department 21 (courtroom 208 Fairfield) and Department 22 (courtroom 209 Fairfield) is within the scope of this project.

This recording system should comply with existing operational and functional industry standards. Installation of this system will occur when the courtrooms are available, which may require that most of the work be performed outside of normal business hours.

2.0 TIMELINE FOR THIS IFB

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

EVENT	DATE
IFB issued:	*March 5, 2012*
Mandatory Pre-Proposal Phone Conference	*March 19, 2012*
Deadline for questions	*March 26, 2012*
Questions and answers posted	*April 2, 2012*
Latest date and time bids may be submitted	*April 9, 2012*
Bids Opened	*April 12, 2012*

Notice of Intent to Award (estimate only)	*April 16, 2012*
Execution of Contract (estimate only)	*April 19, 2012*

3.0 IFB ATTACHMENTS

The following attachments are included as part of this IFB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs:	These rules govern this solicitation.
Attachment 2: General Terms and Conditions	If selected, the person or entity submitting a bid ("Bidder") must sign this Court Standard form agreement containing these terms and conditions.
Attachment 3: 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 will render a bid non-responsive.**
Attachment 4: Darfur Contracting Act Certification	If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
Attachment 5: Pricing Sheet	On this form, the Bidder must provide pricing for the acquisition and installation of goods requested.
Attachment 6: Statement of Work	It defines the work activities and deliverable a Bidder will execute against in performance of specified work for the court.

4.0 SUBMISSIONS OF BIDS

4.1 Bids should provide straightforward, concise information that satisfies the requirements of the "Bid Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on

conformity to the IFB's instructions and requirements, and completeness and clarity of content.

4.2 The bid must consist of two parts; The non-cost information and the cost information.

a. The Bidder must submit one (1) original and two (2) copies of the non-cost information. The original must be signed by an authorized representative of the Bidder. The non-cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope. There should be no price or cost information of any kind included in the non-cost information.

b. The Bidder must submit one (1) original and two (2) copies of the cost information. The original must be signed by an authorized representative of the Bidder. The cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the non-cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.

4.3 Bids must be delivered by the date and time listed on the coversheet of this IFB to:

Submittal Contact: Adam Creiglow
Submittal Phone: (707) 207-7560
Address: Superior Court of California County of Solano
600 Union Avenue, Fairfield, CA 94533

4.4 Late bids will not be accepted.

4.5 Only written bids will be accepted. Bids must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Bids may not be transmitted by fax or email.

5.0 BID CONTENTS

5.1 Non-Cost Information. The following must be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.

a. Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

b. Model number(s), specifications, or other description of the goods Bidder proposes to supply to the Court, including warranty information.

c. Acceptance of the Terms and Conditions.

i. On Attachment 3, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change.

ii. 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.

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

d. Certifications, Attachments, and other requirements.

i. Bidder must include the following certification in its bid:

Bidder 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.

ii. If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its bid.

iii. If Bidder is a corporation, proof that Bidder is in good standing and qualified to conduct business in California.

iv. In its bid, Bidder must certify that it and all of its affiliates that make sales for delivery into California are holders of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 and following; or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.

NOTE: Section 8E in Attachment 1 details the criteria that will be used in evaluating the bid. Information pertinent to this criteria should be included in the non-cost information.

5.2 Cost Information. The following must be included in the Pricing Sheet (Attachment 5). The price per unit for the goods described in the non-cost information, including labor and installation costs. Included in the cost information should be a component list, with the list price and discount from that list price (if applicable) given to the court. Part and labor warranty terms and current out-of-warranty service rates should be provided. Qualifications and experience information, along with start date and timeline information on the Pricing Sheet will also be used in evaluating the bid.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. Pricing sheets must be provided in a separate sealed envelope.

6.0 OFFER PERIOD

A Bidder's bid is an irrevocable offer for ninety (90) days following the bid 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 OF BIDS

The Court will evaluate the bids as described in the Administrative Rules.

The Court may conduct interviews with Bidders to clarify aspects of their bids. The interview process may require a demonstration of equivalence if a brand name is included in the specifications. 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.

8.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is not exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

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

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING INVITATION FOR BID (IFB)

1. COMMUNICATIONS WITH COURT REGARDING THE IFB

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to CourtOutReach@solano.courts.ca.gov (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

2. QUESTIONS REGARDING THE IFB

A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder 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 Bidder will be notified.

B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder'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 IFB

A. If, before the bid due date and time listed in the timeline of the IFB, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Bidder must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the Court may modify the IFB before the bid due date and time by releasing an addendum to the solicitation.

B. If a Bidder fails to notify the Court of an error in the IFB known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the IFB, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract,

the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the Court's satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4. ADDENDA

A. The Court may modify the IFB before the bid due date and time listed in the timeline of the IFB by issuing an addendum. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.

B. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

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

6. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole discretion, 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 Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

7. RIGHT TO REJECT BIDS

A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids 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 bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a contract resulting from this IFB is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part

and/or negotiate any or all items with individual Bidders 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 Bidder.

C. The Court reserves the right to issue similar IFBs in the future. The IFB is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.

D. Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

8. EVALUATION PROCESS

A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.

B. Bids that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.

C. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.

D. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

E. The evaluation will be based upon the following criteria, listed in no particular order:

- Cost/Pricing Factors including warranty and service policy (Attachment 5)
- Technical Approach and Implementation Plan (Attachment 7)
- Timeliness of Delivery (Attachment 5)
- Customer Service (Level of Service and Methodology) (Attachment 8)
- Experience and Past Performance (Attachment 5)
- References (Attachment 9)

F. During the evaluation process, the Court may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, Bidder 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 its website, at **http://www.solano.courts.ca.gov/GeneralInformation/RequestforProposals.html**

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

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

B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.**

Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Bidder.

11. AWARD AND EXECUTION OF CONTRACT

A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requiremnts), except for such immaterial defects as may be waived by the Court.

B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.

C. Upon award of the contract, the contract shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

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 Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

13. ANTI-TRUST CLAIMS

A. In submitting a bid to the Court, the Bidder offers and agrees that if the bid is accepted, Bidder will 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 the Bidder 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 Bidder. (See Government Code section 4552.)

B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder 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.

C. Upon demand in writing by the Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder 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. (See Government Code section 4554.)

End of Attachment 1 – Administrative Rules Governing IFBs

ATTACHMENT 2
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 affect 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.

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.

(L) 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.

(M) 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.

(N) Special Provisions regarding Compliance with the Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

(1) 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. This declaration is made under penalty of perjury.

(2) 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 paragraph (a) and shall provide the same rights of access to the Court.

(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) Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(Q) 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.

(R) 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 the Contractor's postconsumer material in these Goods can not be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:

(1) 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;

(2) Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended will be true and correct; and

(3) 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 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 have 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. 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;

C. 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.

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 Judicial Branch Entities and Judicial Branch Personnel 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 15 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 Cancelation; Effect of Expiration or Termination

5.1 Early Termination and Cancelation 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.

(3) Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court.

B. All provisions of this Attachment 2 will survive the expiration or termination of this Agreement, except for section 1and 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 a party's project manager if indicated in page 2 of the Agreement; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

If to the Court:		If to Contractor:	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____
E-mail:	_____	E-mail:	_____

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 for Agreements Providing for Compensation of $50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation of $50,000 or more to Contractor, then the covenants in this section apply to Contractor's activities. Contractor shall not:

A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;

B. Use the state's or Court's funds received under this Agreement to assist, promote or deter union organizing; or

C. For any business conducted under this Agreement, use any property of the state or Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the state's and Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

8.3 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.

8.4 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.

8.5 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.

8.6 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 3.8(D) 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.

8.7 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)

8.8 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.

8.9 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.

8.10 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.

8.11 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.

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

8.13 Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.

8.14 Time of the Essence. Time is of the essence of the Contractor's performance of Services under this Agreement.

8.15 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.

“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.

End of Attachment 2 – General Terms and Conditions

ATTACHMENT 3
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS

Upon award, the successful Bidder(s) will be required to execute a contract in accordance with the General Terms and Conditions in Attachment 2.

By signing below, the Bidder accepts the General Terms and Conditions set forth in Attachment 2 with the following exceptions:

Name: _____

Title: _____

Signature: _____

Date: _____

End of Attachment 3 – Bidder's Acceptance of Terms and Conditions

ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or 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 bid/proposal.

If the bidder or 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 bidder's or 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.

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

OPTION #2 – WRITTEN PERMISSION FROM THE COURT

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

The Bidder/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 bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.

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

End of Attachment 4 – Darfur Contracting Act Certification

ATTACHMENT 5
PRICING SHEET

Individual pricing for: Courtroom XXX (Courtroom number) Courtroom Electronic Recording System

Provide pricing for the acquisition and installation of recording systems for use in three (3) Superior Courtrooms in the County of Solano.

Item	Personnel Name and Title – attach Qualifications and experience information (add additional page as needed)	Hours	Billing Rate	Project Total
1				
2				
3				
4				
5				
6				

Available Start Date:

Anticipated Completion Time Line:

Out-of-warranty Labor rate:

Please submit separately an itemized parts list with: Description, quantity, list and discount price of equipment. Also, please specify the warranty period for each item, and the period that labor and material prices are available to the Court for additional projects. Please provide one pricing sheet per courtroom.

Materials/Equipment/Parts:

Tax: **$**

Labor: **$**

Total **$**

The Court will be billed for actual costs only.

End of Attachment 5 – Pricing Sheet

ATTACHMENT 6
STATEMENT OF WORK

1. Background

The Superior Court is interested in installing electronic recording systems in various courtroom locations. The proposed courtroom electronic recording system project is expected to further the goals of the Superior Court, County of Solano.

2. Summary of Work

A. The vendor shall, within the time frames established by the Court:

i. Provide a detailed written proposal for the electronic recording system solution for use in three superior courtrooms throughout the county as follows:

Dept:	24	Courtroom No.	106	Bldg:	SJC	Address:	321 Tuolumne St. Vallejo, CA. 94590
Dept	21	Courtroom No.	208	Bldg:	L&J	Address:	530 Union Ave. Fairfield, CA. 94533
Dept	22	Courtroom No.	209	Bldg.	L&J	Address	530 Union Ave. Fairfield, CA. 94533

ii. Analyze the existing courtroom sound systems and design the electronic recording system to interface and operate with these existing systems; Analyze and recommend the placement of proposed equipment to support the recording and production of proceedings and advise the courts of any necessary facilities improvement for the equipment, including additional electrical outlets, conduit needed or wall reinforcement;

iii. Recommend, provide, install, configure and test the recording system equipment;

iv. Provide training and documentation on the use of the proposed recording system to Court staff at the Fairfield Court location.

v. Provide training on basic troubleshooting of system problems to Court IT staff;

vi. Provide complete system documentation – User's Guides, as well as a bill of material (equipment); listing shall include serials numbers (where applicable);

vii. Provide cost options for ongoing system maintenance, including response times. The term of such agreements shall be one year, unless the vendor provides for multi-year discounts.

B. Contractor's Project Lead shall:

i. Be responsible for managing the end result and day-to-day project management;
ii. Serve as the contractor's primary contact;
iii. Work closely with court project manager;
iv. Provide on-going status reports to Court;
v. Manage, prepare, and refine the agreement's end results;
vi. Proactively assist with resolution of issues with any aspect of the work;
vii. Proactively anticipate project deviations and take immediate corrective action;
viii. Work with project manager to manage and coordinate work and knowledge transfer;
ix. Be responsible for managing project budget within constraints of work requirements.

C. Acceptance criteria, which authorize payment after invoice submission:

Task 1: Ordering of all equipment from manufacturers/distributors.
Task 2: Installation of the equipment at all courtroom locations.
Task 3: Completion of configuration and testing.
Task 4: Successful user acceptance testing.
Task 5: Completion of user and IT training and delivery of project documentation.

End of Attachment 6 – Statement of Work

ATTACHMENT 7
TECHNICAL APPROACH AND IMPLEMENTATION PLAN

End of Attachment 7 – Technical Approach and Implementation Plan

ATTACHMENT 8
CUSTOMER SERVICE (Level of Service and Methodology)

End of Attachment 8 – Customer Service (Level of Service and Methodology)

ATTACHMENT 9
REFERENCES

End of Attachment 9 – References