



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

REQUEST FOR PROPOSAL

PROJECT TITLE: STATEWIDE TONER CARTRIDGE PROGRAM

RFP NUMBER FIN-0520TC

**PROPOSALS DUE BY
DATE AND TIME NOTED IN SECTION 2.1**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and Coordinated Procurement

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts is the staff agency for the Council and assists both the Council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative office of the Courts (“AOC”) on behalf of the California Appellate Courts, which includes the Supreme Court of California, the 58 Superior Courts of California, the Habeas Corpus Resource Center, the county law libraries and the Administrative Office of the Courts (individually referred to as a member of the Purchasing Group).

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. Master Agreement Terms and Conditions
6. Disabled Veterans Business Enterprise Participation Goals
7. Attachments

1.3 Project Overview

The AOC is requesting proposals from highly qualified vendors with expertise in providing new and remanufactured toner cartridges on a statewide basis. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.

The AOC intends to award one or more Master Agreements, for a one year term with two one-year options to renew to a vendor or vendors that is able to supply the members of the Purchasing Group throughout California with an unknown quantity of

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Section I
Introduction - Summary of the Intended Procurement*

new and remanufactured toner cartridges, as further described in Section IV of this RFP. The AOC may elect to make an award to multiple vendors based on product specific awards if it is in the AOC's best interest to do so. The AOC reserves the right to make only one award, multiple awards, or to reject any or all proposals submitted in response to this RFP in whole or in part. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

Although the AOC is unable to provide specific or historical purchasing data at this time, it is estimated that 70% of the Purchasing Group purchase new toner cartridges. If vendors desire to make estimates based on the number of employees in the Purchasing Group, the approximate number of full time employees for the Purchasing Group is 23,000. Individual Purchasing Group members may elect, but are not required, to purchase toner cartridges from any Master Agreement or Agreements that result from this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the AOC's discretion.

No.	EVENTS	Key Dates
1	Issue RFP	May 20, 2005
2	Letter of Intent from Proposers to Participate in Pre-Proposal Conference	June 9, 2005
3	Mandatory Pre-Proposal Conference Date and Time <i>455 Golden Gate Avenue Santa Barbara Room Lower Level San Francisco, CA 94102-3660</i>	Jun 13, 2005, 1:00 p.m. (Pacific Time)
4	Deadline for Proposer Requests for Questions, Clarifications or Modifications	June 17, 2005
5	Addendum for Answers, Clarifications or Modifications	June 23, 2005
6	Proposal Due Date and Time	July 12 2005; 1:00 p.m. (Pacific Time)
7	Potential Interviews	-July 25 - 29
8	Negotiations (estimated)	August 2005
9	Notice of Intent to Award (estimated)	August 2005
10	Notice of Award (estimated)	August 2005

The RFP and any addenda that may be issued will be available on the following website(s):

<http://www.courtinfo.ca.gov/reference/rfp/> ("Courtinfo website")

2.1.1 Contact List

Submittal Contact:

Nadine McFadden
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

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Questions may be faxed to the Submittal Contact named above at 415 865-4326. However, all facsimiles must be followed with a letter of the same content.

Project Manager: Dennis Uhl
Judicial Council of California
Administrative Office of the Courts
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

Contracting Officer: Michael Quinones
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

Business Services Manager: Grant Walker
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this solicitation document will become the property of the AOC and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal 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.**

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

2.1.3 Proposal Preparation Costs

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

2.2 Pre-Proposal Conference

2.2.1 Potential Pre-proposal Conference

A pre-proposal conference to answer questions related to this RFP will be held on the date and at the time specified in Section 2.1. The location of the pre-proposal conference is stated below:

Judicial Council of California, Administrative Office of the Courts
455 Golden Gate Avenue, Santa Barbara Room Lower Level
San Francisco, CA 94102-3660

The pre-proposal conference is mandatory; prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. However, vendors who have representatives sign in for their firm must certify in their proposal that the representative had a significant role in preparation of their proposal. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a vendor planning on attending the pre-proposal conference must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1 indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference. The AOC will prepare a summary of questions and answers from the pre-proposal conference, as an addendum, which will be posted on the Courtinfo website.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the Master Agreement Terms and Conditions in Section V, to the Submittal Contact listed in Section 2.1.1. If the vendor is requesting a change, the request must set forth the recommended change and

the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered or addressed.

Without disclosing the source of the question or request, the Project Manager will post a copy of the questions and the AOC's responses, as an addendum to the RFP, on the Courtinfo website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC 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 AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

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

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

2.3.3 Contact with Purchasing Group

Vendors are specifically directed NOT to contact any Purchasing Group personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a Master Agreement. The AOC's intent for this solicitation is to ensure that all proposers have the same information when creating their proposals. Unauthorized contact with any Purchasing Group personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The AOC may modify this solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum posted on the AOC's website.

Proposer's prices offered shall reflect all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting Master Agreement.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 by the Submittal Contact:

- One unbound original of the technical and a separate unbound original of the cost proposal;
- Five (5) bound hard copies of both the technical and the cost proposals;
- One electronic copy of the technical proposal in MS Document or PDF format, and one electronic copy of the Pricing Sheets (Attachment D) in MS Excel.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal and DVBE Participation Form (Attachment E) must be included in the submittal in a separately sealed envelope and should be marked with "Cost Proposal and DVBE Participation Form" and the proposer's name.**

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery, unless another method (e.g., facsimile) is specifically authorized in the solicitation. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the date

and time specified in the solicitation, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

If the solicitation states that facsimile transmission of a proposal is acceptable, and the proposer chooses to transmit their proposal via facsimile, the proposer understands and agrees that the AOC will consider only those portions of the proposal received prior to the Proposal Closing Time; any pages received after that time will not be considered and may result in an incomplete and non-responsive proposal. If a facsimile transmission is used, all hard copies of the vendor's proposal must be received by the Submittal Contact listed in Section 2.1.1 no later than 24 hours after the Proposal Closing Time.

2.4.2 Amendment or Withdrawal of Proposals

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

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

2.4.3 Mistake in Proposal

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

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the AOC may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The AOC may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the AOC will consider the conformance of the proposal to the format and content required by the solicitation, the

significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the AOC may, at its sole option, allow the proposer to correct an error based on that established intent.

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

2.4.5 Vendor Information, Authorized Signatures, and Validity Period of Proposals

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

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

2.4.6 Knowledge of Requirements

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

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications, modifications, amendments, or addenda. The AOC will post addenda and clarifications to the Courtinfo website; however, it is the proposer's responsibility to ascertain that the proposal is based on all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

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

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

2.4.8 Covenant Against Gratuities

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

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

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

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The AOC, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in

relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

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

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

The AOC reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach an agreement. If no agreement is reached, the AOC can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

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

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures of any type, including, but not limited to, correction fluid and correction tape, are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

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

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

2.5.4 Cash Discounts

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

2.5.5 Requests for Additional Information

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

2.5.6 Brand Names

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

2.5.7 Samples

Samples of goods may be required prior to award to determine proposer’s responsiveness to the RFP’s technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe

identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered.

Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the AOC to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the AOC as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

2.6 Minimum Qualifications

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

No.	Minimum Qualifications
1	Revenue greater than \$1,000,000 per year for each of the last 3 years.
2	Two (2) or more years experience working with similar size government entities/public sector customers.
3	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).

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

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

2.7 Evaluation Criteria

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

- a. Cost/Pricing factors
- b. Product quality and technical approach
- c. Customer Service (Level of service and methodology)
- d. Timeliness of Delivery
- e. Implementation Plan

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the AOC reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the AOC determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the AOC's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the AOC enters into negotiations and no agreement is reached with a proposer, the AOC can negotiate with the other proposers or make no award under this RFP. The AOC reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms are in accordance with Section 17 of Attachment A.

2.8.4 News Releases

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

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Master Agreement in accordance with the Statement of Work in Section IV and the Master Agreement Terms and Conditions in Section V, and, if required in the Master Agreement Terms and Conditions, provide a certificate of insurance in conformance with the requirements within thirty (30) business days of award. The period for execution of the Master Agreement may be changed by mutual agreement of the parties. Agreements are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies, such as those specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; and Section 2.3.4, RFP Addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.2 After Award

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

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and

- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.

2.10.3 Form of Protest

A vendor who is qualified to protest should submit the protest to the Contracting Officer at the address noted in Section 2.1.1.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted in Section 2.1.1. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

2.10.4 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the AOC may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

2.10.5 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

2.10.6 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision. The justification for appeal is limited to: facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or the decision of the Contracting Officer was in error of law or regulation. The request for appeal shall include: (1) the name, address telephone and facsimile numbers of the vendor filing the appeal or their representative; (2) a copy of the Contracting Officer's decision; (3) the legal and factual basis for the appeal; and (4) the ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal. Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

2.10.7 Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC and members of the Purchasing Group, the urgency of the procurement, and the impact of the recommendation(s) on the AOC and the Purchasing Group. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;

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- d. Refrain from exercising options to extend the term under the contract;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

Failure of a vendor to comply with the protest procedures will render a protest untimely and inadequate and may result in rejection thereof. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

III. PROPOSAL FORMAT AND CONTENT

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

3.1 Executive Summary

3.1.1 Executive Summary Content

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

3.1.2 Vendor Information, Authorized Signatures, and Validity Period of Proposals

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

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The AOC requires the vendor to be a reputable company of strong financial standing and experience in the toner cartridge industry. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime contractor and the subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalization of a contract.
- c. If incorporated, state in which incorporated.

- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately held, this information will be kept confidential by the AOC. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of key service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal agreements (e.g., teaming agreements or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

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

- a. Subcontractor name and address.
- b. Federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalization of a contract.
- c. If incorporated, state in which incorporated.

- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).
- j. Percent of turnover of key service staff for each of the last three (3) years in the subcontractor's organization that will be responsible for providing services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its locations that will provide products and services required in this solicitation and shall include a statement as to whether it can provide products and services to each location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The AOC requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The AOC may contact some or all of the references provided in order to determine the vendor's performance record. The AOC reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

If the vendor's cost proposal includes re-manufactured or compatible products, the vendor's references must include customers that have used the re-manufactured or compatible products.

3.4.2 Subcontractors

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

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to implement the program. Specifically, the vendor shall provide the following information regarding methodologies and organization:

Vendor shall describe how the program will be implemented, including the process to convert an existing member of the Purchasing Group and the process to acquire a new member of the Purchasing Group. The description shall include, but is not limited to, the following:

- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Communication process with the member of the Purchasing Group and the AOC
- Customized ordering process and websites that reflect Contract Items (as defined in Section 4.1.1)
- Training (initial and ongoing)
- Time Schedule
- Program Evaluation

3.5.2 Ordering Process

Describe the process to establish an account for a member of the Purchasing Group that may wish to purchase goods under any Master Agreement that may result from this RFP, including how the individual accounts would be linked together and identified as a statewide account associated with the Master Agreement.

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process (as required in Section 4.1.3). The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

Describe how back-ordered or out-of-stock products are handled during the ordering process (as required in Section 4.1.3).

3.5.3 Customer Service

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

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

3.5.4 Reports

Vendor shall describe the common reports that are available to the individual members of the Purchasing Group. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports.

In addition, vendor shall describe its capabilities to provide quarterly reports as required in Section 4.1.10.

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or comparable favorable rates or the best government pricing that is available (e.g. GSA pricing) to the vendor.

3.6.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment D, Pricing Sheets. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the vendor's performance. Additionally, the price will include the cost of returning the empty toner cartridges to the vendor, as required in the Statement of Work.

The vendor's price shall reflect a price reduction that reflects the value of the return and reuse of the toner cartridge.

The price sheet shall indicate the certified number of copies for each remanufactured cartridge, as certified by an independent third party.

The vendor shall describe the process used to evaluate purchasing patterns that result in the identification of toner cartridges not included as a Contract Item that may be eligible to add to the list of Contract Items (as defined in Section 4.1.1) and opportunities for price reductions to existing Contract Items during the term of any resulting agreement.

Vendor shall propose a standard discount for toner cartridges that vendor is able to provide outside of the toner cartridges that are included as a Contract Item.

Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any subcontractor's employees' wages. The Purchasing Group member will pay for any applicable State of

California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of one year after any resulting agreement is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the AOC and members of the Purchasing Group purchasing goods if the agreement is renewed after the initial term. The proposer must explain the proposed process to implement price changes and to notify members of the Purchasing Group.

3.6.3 Uniform Pricing

The AOC requires that pricing be uniform for all members of the Purchasing Group. Describe how your company will meet this requirement.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

- a. Cost Proposal (including Pricing Sheets – Attachment D, sealed in a separate envelope in accordance with Section 2.4.1)
- b. Certification from an independent third party that vendor or vendor's subcontractors remanufacturing process meets the latest standards adopted by ASTM, as required in Statement of Work, Section 4.1.2.1.
- c. Certification from an independent third party that the certified number of copies for each remanufactured cartridge is as indicated on the Pricing Sheets, as required in Section 3.6.2.
- d. Statement of Acceptance of Terms, in accordance with Section 3.7.2
- e. Vendor Certification Form – Attachment C
- f. DVBE Participation Form – Attachment E (include with Cost Proposal)

3.7.2 Acceptance of Terms

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

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

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

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description

Members of the Purchasing Group may, at their discretion, order new or remanufactured toner cartridges under a Master Agreement(s) that may result from this RFP by placing an individual order via a Purchase Order or by issuing a blanket Purchase Order covering items for multiple individual orders up to the dollar amount of the blanket Purchase Order.

The term “Contract Item” is defined as any item or replacement item (as agreed to by the AOC) that is included in Attachment D, Pricing Sheets, or any resulting agreement that may result from this RFP. The term “Contract pricing” is defined as the price for a Contract Item that was proposed in the vendor’s proposal and reflected in any final agreement that results from this RFP. The term “Purchase Order” refers to an ordering document used by any member of the Purchasing Group to place orders for toner cartridges under a Master Agreement that is awarded as a result of this RFP.

All toner cartridges shall be new, with the exception of remanufactured toner cartridges, which shall be provided as further described in this RFP.

4.1.2 Technical Specifications for Remanufactured Toner Cartridges

4.1.2.1 General Requirements

Remanufactured toner cartridges must be fully remanufactured to specifications equal to or exceeding original equipment manufacturer’s (OEM) cartridge standards of quality and performance. In addition to the basic remanufacturing process defined in Section 4.1.2.4, remanufactured toner cartridges shall meet or exceed the latest remanufactured toner cartridge standards adopted by the American Society of Testing and Materials (ASTM).

The vendor shall warrant that the use of the remanufactured cartridges will not void any manufacturer’s warranty on the printers or faxes.

If problems occur with printers or fax machines due to a vendor’s defective remanufactured toner cartridge, vendor shall provide: (1) a competent factory-trained authorized service technician to repair the damaged printer or fax machine within two (2) working days, or (2) shall reimburse the member of the Purchasing Group for any service performed due to the vendor’s defective cartridge. If the printer or fax machine cannot be repaired and restored to its previous condition, vendor shall replace the machine.

4.1.2.2 Certifications and Verifications

Vendor shall provide certification from an independent third party that its remanufactured toner cartridges meet or exceed the latest remanufactured toner cartridge standards adopted by the ASTM.

4.1.2.3 Guarantee

All cartridges shall be guaranteed to perform to the manufacturer's (OEM) specifications and vendor shall warrant each cartridge against defects in material and workmanship for a minimum of one year from the date of manufacture or remanufacture.

4.1.2.4 Cartridge Remanufacturing Process

The term "remanufactured" includes, at a minimum, the following:

- Assessment to determine if the toner cartridge can be remanufactured.
- Complete disassembly of toner cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged, or end of life-cycle components should be replaced.
- Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridge is equipped with an extended-life drum, vendor shall inspect it, clean it, or replace it with a new extended-life drum or new after market drum.
- Replacement of all seals with an OEM-type heat seal, card seal, or pressure sensitive seal.
- Replacement of the primary charge roller (PCR) with a re-coated or new PCR.
- Replacement of wiper blade meeting OEM specifications or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- Replacement of any parts not meeting OEM specifications or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- Filling of toner cartridge meeting OEM specifications or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- Chemically cleaning or replacing the corona wire assembly (where applicable).
- One fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab will be provided with each toner cartridge.
- The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards.
- Vendor shall indicate in this bid the original manufacturer(s) and part number(s) of toner supplied.

- A toner hopper seal/separator meeting or exceeding OEM standards shall be inserted to prevent spillage of toner during shipping.

4.1.2.5 Testing of Remanufactured Cartridges

Vendors shall provide detailed information regarding its (or the remanufacturer's) process for toner cartridge testing.

4.1.3 Ordering Process

The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

The vendor will provide an immediate acknowledgement of confirmation to any member of the Purchasing Group following the member's request to place an order. The acknowledgement will be submitted by either facsimile or email, regardless of what method is used to place the order. The vendor shall describe its acknowledgement process.

The AOC requires that: (1) members of the Purchasing Group must be notified if an item is not available at the time the order is placed and presented with an option of a replacement item or the back-ordered item when it becomes available; (2) estimated delivery dates must be provided for all back-ordered items; and (3) if a back-ordered item is not available on the estimated delivery date, the member of the Purchasing Group placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the member is not satisfied with the quality of the replacement product, the member has the right to return the product. The member will not incur any cost for return of the product, including but not limited to shipping and handling.

4.1.4 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

4.1.5 Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Purchasing Group member placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the staff of the Purchasing Group member.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

The vendor shall indicate any locations listed in Attachment B that may require more than three (3) days for delivery of goods.

The vendor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under any Master Agreement that may result from this RFP. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95% of the time.

Shipping and delivery costs, if applicable, shall be included in vendor's prices. Vendor shall not invoice separately for shipping or delivery costs.

4.1.6 Packaging

All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Vendor shall clearly label each toner cartridge with the manufacturer's/supplier's name and cartridge model number. Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping. The external carton or an internal shipping invoice shall identify toner cartridge type (make and model), the vendor's name, address and telephone number,

and the purchase order number. All cartridge boxes or internal shipping invoices will also bear the date of remanufacture and use by date for shelf life and inventory purposes. Each shipping container shall have, on at least one of the long sides, a label which clearly states “IMPORTANT: SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR RETURN OF THE EMPTY CARTRIDGE.” Packaging for the toner cartridges shall be constructed to permit users to re-package spent cartridges for return to vendor. Each cartridge shall be provided with complete instructions for installation and maintenance of the cartridges to optimize the performance and life to the cartridge.

Each shipment shall include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; ship-to location; the item number; product description; quantity ordered; quantity shipped; and backordered items, including the expected ship date.

4.1.7 Defective Cartridges

Any cartridge found defective will be returned to the vendor at vendor's expense and replaced free of charge regardless of the amount of toner remaining in the cartridge. Vendor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the individual Purchasing Group location. Defective cartridges shall be replaced or monies refunded within three (3) working days after the vendor is notified.

4.1.8 Used Cartridge Recycling Collection

Vendor shall provide in-person or third party collection of all used and empty toner cartridges. Vendor shall recycle end-of-life toner cartridges and include details of its recycling program in its response.

4.1.9 Waste Toner Recycling or Disposal

Vendor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws. At the AOC's request, vendor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

4.1.10 Reports

The individual member of the Purchasing Group placing orders under a Master Agreement that may result from this RFP may, on occasion, request reports from the vendor.

In addition, the AOC requires quarterly program reports that provide the following information for each Purchasing Group member utilizing any Master

Agreement that may result from this RFP, including a program summary of the information:

- **Delivery Information:** Delivery information shall include the number of “On-Time Shipments” and the number of “Late Shipments”. On-Time Shipments are defined as complete shipments (no partial deliveries) of goods that meet the delivery time specified in the order. Late Shipments are defined as shipments, including partial shipments, that do not meet the delivery time specified in the order.
- **Back-Ordered or Out-of-Stock Items:** A list of items that were back-ordered or out-of-stock at the time the order was placed, including the number of days before the order was filled with an acceptable replacement item or the requested item.
- **Order Value:** A summary, by Purchasing Group member, of the total value ordered during the quarter reported.

Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

4.1.11 Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge for the return of any mis-ordered, mis-shipped or damaged items.

4.1.12 Inventory

The Purchasing Group has an ongoing requirement for the products indicated in this RFP. The vendor or vendors awarded a Master Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Master Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the vendor’s Master Agreement.

4.2 Estimated Volumes

No minimum delivery estimate is stated in this RFP. The individual Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. The individual Purchasing Group members will make purchasing decision based on what is in their best interest.

4.3 Procurement Process – Use of Master Agreement

After award of a Master Agreement or Master Agreements, requests for services utilizing a Master Agreement will be made by issuance of a Purchase Order issued from individual members of the Purchasing Group requesting goods and/or services as specified in the Master Agreement. The Purchase Order will reference the Master Agreement and the terms and conditions of the Master Agreement shall take precedence over the terms and conditions of the Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

V. MASTER AGREEMENT TERMS AND CONDITIONS

The Master Agreement Terms and Conditions are included in this solicitation document as Attachment A, Master Agreement Terms and Conditions.

VI. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. Your company must complete the DVBE Compliance form and include the form with your Cost Proposal. If your company has any questions regarding the form, you should contact the Contracting Officer noted in Section 2.1.1. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: <http://www.dgs.ca.gov/default.htm>.

VII. ATTACHMENTS

Attachment A	Master Agreement Terms & Conditions
Attachment B	Purchasing Group Address List
Attachment C	Vendor Certification Form
Attachment D	Pricing Sheets (Multiple spreadsheets within Excel Workbook)
Attachment E	DVBE Participation Form

**ATTACHMENT A
MASTER AGREEMENT TERMS AND CONDITIONS**

This Master Agreement for Toner Cartridges (“Agreement”) is made this __ day of _____ 2004 by and between Xxxx, with offices at _____ (“Contractor”) and the Judicial Council of California Administrative Office of the Courts (“AOC”).

In consideration of the mutual promises, covenants, terms and conditions set forth below, the parties hereby agree as follows:

1. PURPOSE: The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of toner cartridges as requested in RFP No. FIN-0520TC (“RFP”) and as further described in Exhibit 2, Statement of Work, to members of the Purchasing Group. The “Purchasing Group” includes: the 58 Superior Courts of California (“Trial Courts”); the California Appellate Courts, including the Supreme Court of California (“Appellate Courts”); the Habeas Corpus Resource Center (“HCRC”); the county law libraries (“Libraries”) and the AOC (each of which may be individually referred to as a member of the Purchasing Group or “Customer”).

2. TERM: The initial term of this Agreement is one (1) year, commencing on _____, 2005 with two (2) one-year options to extend the term, which options may be exercised by the AOC in its sole discretion. If the AOC elects to extend the term of this Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement.

3. OBLIGATION: This Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Agreement nor does it guarantee Contractor a specific volume of orders under this Agreement.

4. RELATIONSHIP OF PARTIES: The AOC has the authority to enter into master agreements for goods and services on behalf of the Purchasing Group. Individual members of the Purchasing Group may elect to utilize this Agreement by placing orders, as set forth herein. Each member of the Purchasing Group is an intended third party beneficiary of this Agreement and has the right to enforce all terms and conditions set forth herein that affect such member of the Purchasing Group.

5. SCOPE OF SERVICE AND PRICE: Contractor shall provide toner cartridges to members of the Purchasing Group pursuant to the terms and conditions of this Agreement. The description and price for toner cartridges that are considered Contract Items are set forth in Exhibit 1, Pricing Sheets. “Contract Item” is defined as any item or replacement item that is included in Exhibit 1, Pricing Sheets, or any amendment to this Agreement. Additionally, Contractor shall provide toner cartridges that are not included as a Contract Item at the discounted rate set forth in Exhibit 1, Pricing Sheets.

Contractor’s prices set forth in Exhibit 1, Pricing Sheets, include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the Contractor’s performance under this Agreement.

6. INVENTORY: Contractor shall maintain access to a reasonable stock of the goods to be provided for prompt delivery to members of the Purchasing Group. Failure to maintain access to such a stock may result in termination of this Agreement.

7. ORDERING: Members of the Purchasing Group may place individual orders for the toner cartridges provided pursuant to this Agreement or issue blanket Purchase Orders covering items for multiple individual orders up to the amount of the blanket Purchase Order. Orders may be placed by telephone, facsimile, Contractor's designated Internet site, or by issuing a Purchase Order. A "Purchase Order" is defined as an ordering document used by a Customer to place an order for toner cartridges under this Agreement. The form and format of a Purchase Order may vary. The terms and conditions of this Master Agreement No. [REDACTED] are applicable to all orders, regardless of the ordering process selected. The Customer placing the order will be responsible for receipt and acceptance of goods and payment pursuant to the terms and conditions set forth in this Agreement.

8. BACKORDERS: If an item is not available at the time the order is placed, Contractor must inform the Customer placing the order of the unavailability and offer Customer the option of accepting a replacement item or receiving the back-ordered item when it becomes available. Contractor must also inform Customer of the estimated delivery date for all back-ordered items. If a back-ordered item will not be available on the estimated delivery date, the Customer must be notified before the estimated delivery date and given the option of accepting a replacement item or the back-ordered item when it becomes available. All replacement items must be of equal or better quality. If the Customer is not satisfied with the quality of the replacement product, the Customer has the right to return the product. The Customer will not incur nor be charged any cost for return of the product, including but not limited to shipping and handling

9. CUSTOMER SERVICE SUPPORT

(a) Contractor shall provide customer service, as described in Exhibit 2, Statement of Work.

(b) Contractor shall maintain a toll-free number for ordering, inquiries, and customer service inquiries from the Purchasing Group members.

10. GUARANTEE: All cartridges shall be guaranteed to perform to the original equipment manufacturer's (OEM) specifications and Contractor shall warrant each cartridge against defects in material and workmanship for a minimum of one year from the date of purchase by Customer.

11. WARRANTIES

(a) Contractor shall pass through all manufacturer supplied end-user warranties to the purchasing party on all goods provided pursuant to this Agreement. Contractor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

(b) With respect to all of the goods provided hereunder, Contractor represents and warrants that it has obtained from manufacturers of such goods provided hereunder and will assign or pass through to the members of the Purchasing Group the following representations and rights from said manufacturers: that said manufacturers agree to defend, indemnify and hold harmless Contractor, the AOC and Customer at manufacturer's expense from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments including damages of any kind resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have

occurred as a result of the use of any of the goods covered by this Agreement, (b) any defect in material, workmanship or design and (c) patent, trademark or copyright infringement with respect to any of the goods sold.

(c) Contractor shall warrant that the use of the supplied remanufactured cartridges will not void any manufacturer's warranty on the Customer's printer or facsimile machines.

(d) If a defective remanufactured toner cartridge provided by Contractor causes Customer's printer or facsimile machine to malfunction, Contractor shall provide: (i) a competent factory-trained authorized service technician to repair the damaged printer or facsimile machine within two (2) working days, or (ii) shall reimburse the member of the Purchasing Group for any service performed due to Contractor's defective cartridge. If the printer or facsimile machine cannot be repaired and restored to its previous condition, Contractor shall replace the damaged machine.

12. PACKAGING

(a) All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

(b) Contractor shall clearly label each toner cartridge with the manufacturer's/supplier's name and cartridge model number. Each toner cartridge must be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, and must meet or exceed OEM standards. The cartridge must then be placed in a protective cradle prior to being packaged in an external carton. The external carton and packaging of the toner cartridge must protect the cartridge from damage during shipping. The external carton or an internal shipping invoice must identify toner cartridge type (make and model), the Contractor's name, address and telephone number, and the Customer's purchase order number. All cartridge boxes or internal shipping invoices must also bear the date of remanufacture and "use by" date for shelf life and inventory purposes. Each shipping container must have, on at least one of the long sides, a label which clearly states "IMPORTANT: SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR RETURN OF THE EMPTY CARTRIDGE." Packaging for the toner cartridges must be constructed to permit users to re-package spent cartridges for return to vendor. Each cartridge must be provided with complete instructions for installation and maintenance of the cartridges to optimize the performance and life to the cartridge.

13. DELIVERY AND PACKING SLIPS:

(a) Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Customer's Purchase Order number. Each shipment must include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; "ship to" location; item number; product description; quantity shipped; and, for backordered items, the expected ship date. Any itemized packing slip bearing the Purchase Order must remain with the goods at the time of delivery to insure its receipt.

(b) Shipping and delivery costs, if applicable, shall be included in Contractor's prices. Contractor shall not invoice separately for shipping or delivery costs.

(c) Time is of the essence for delivery of goods and any other performance required of Contractor. Delivery of goods shall be made in accordance with the instructions included at the time the order is placed.. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Unless otherwise specified on the Purchase Order, all deliveries will be Inside Deliveries as designated by a representative of the Customer placing the order. Inside Deliveries refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be provided at the time the order is placed and noted on the order form or Purchase Order. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by Customer.

(d) Any damage to the Customer's premises or property, including but not limited to building interior, walls, freight elevator, etc., will be the responsibility of Contractor. If damage does occur, Contractor must immediately notify the Customer.

(e) Contractor must maintain an overall monthly average of 95% for on-time delivery of products purchased under this Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments must have been received within the times specified when the order is placed at least 95% of the time.

(f) The Contractor's failure to meet delivery terms may result in termination of this Agreement.

14. RISK OF LOSS: Contractor shall bear the risk of loss or damage to the ordered goods until Contractor delivers the goods to the place of business indicated on the Purchase Order.

15. INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the purchasing party at any time within thirty (30) days after delivery. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the purchasing party and returned at Contractor's expense and risk. Payment shall not constitute an acceptance of noncompliant goods nor impair Customer's right to any of its remedies.

16. REPLACEMENT RETURN POLICY:

(a) Contractor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to Customer. There will be no restocking fee for returns of items that are damaged or shipped by Contractor in error. Contractor will not charge and Customer will not pay for the return of any mis-ordered, mis-shipped or damaged items.

(b) Any cartridge found defective will be returned to Contractor at Contractor's expense and replaced free of charge regardless of the amount of toner remaining in the cartridge. Contractor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the Customer's location. Defective cartridges shall be replaced or Customer's payment refunded within three (3) working days after Contractor is notified.

17. INVOICES, PAYMENT AND SETOFF: Customer shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the Purchase Order. Payment is due net 30 days, unless otherwise indicated on the Purchase Order. Each invoice shall be printed on Contractor's standard printed bill form, and shall include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description and quantity of goods provided; (e) the per unit amount charged; and (f) the extended price, including all applicable taxes itemized separately. Amounts owed to Customer due to rejections of goods or services or discrepancies in said invoices will be, at the Customer's option, fully credited against future invoices payable by Customer, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by Customer. Customer shall have the right at any time to set off any amount owing from Contractor to Customer against any amount payable by Customer pursuant to any purchase order or any other transaction or occurrence.

18. REPORTS

(a) Contractor shall provide monthly reports, as described in Exhibit 2 (Statement of Work), to those members of the Purchasing Group that purchase goods under this Agreement.

(b) Contractor shall provide to the AOC Project Manager a quarterly program report in hardcopy and electronic format that provides the following information for each member of the Purchasing Group that orders goods under this Agreement, including a program summary of the information:

(i) **Delivery Information:** Delivery information shall include the number of "On-Time Shipments" and the number of "Late Shipments". On-Time Shipments are defined as shipments of goods that meet the delivery commitments set forth in this Agreement. Late Shipments are defined as shipments that do not meet the delivery commitments set forth in this Agreement.

(ii) **Back-Ordered or Out-of-Stock Items:** A list of items that were back ordered or out-of-stock at the time the order was placed, including the number of days before the order was filled with an acceptable replacement item or the requested item.

(iii) **Order Value:** A summary, by each Purchasing Group member, of the total dollar value ordered during the quarter reported.

The quarterly report shall be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

19. AUDIT RIGHTS: Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four (4) years after final payment of any Purchase Order issued under this Agreement. During the period of time that Contractor is required to retain such records, the AOC or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

20. TERMINATION:

(a) The AOC may terminate this Agreement without cause by providing Contractor with thirty (30) days prior written notice.

(b) If a Customer fails to pay delinquent invoices due hereunder within thirty (30) days after receipt of written notice of delinquency, or if a Customer is delinquent in payment more than twice in any calendar year, Contractor may discontinue providing goods and services to said Customer under this Agreement. Invoices are considered delinquent if payment is not received within forty-five (45) days of receipt of invoice.

(c) Contractor shall provide the AOC written notice of delinquency at the same time notice is given to the delinquent Customer.

21. INDEMNITY: CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE AOC) AND HOLD HARMLESS THE PURCHASING GROUP MEMBERS NAMED IN THIS AGREEMENT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

22. INFRINGEMENT INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members named in this Agreement and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims which arise out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright furnished or provided by Contractor, or used in connection with this Agreement and any subsequent order.

23. INSURANCE: Contractor agrees, warrants and represents to the Purchasing Group members named in this Agreement that Contractor will maintain adequate insurance to cover any liabilities described in this Agreement. Contractor further warrants and represents to such Purchasing Group members that Contractor will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Contractor's performance of any work on or about the premises or third-party premises to which the goods and services are to be delivered as

indicated on the Purchase Order. Contractor shall maintain proper Workers' Compensation Insurance covering all employees performing under this Agreement.

24. LEGAL COMPLIANCE

(a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting goods and services under this Agreement.

(b) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Agreement. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

(c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq.

(d) Contractor and any of its subcontractors shall give written notice of the above obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(e) By signing this Agreement, Contractor assures the Purchasing Group members that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

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

25. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing work on or off the premises of the Purchasing Group members named in this Agreement neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Agreement without the prior written consent of the AOC.

26. AGREEMENT ADMINISTRATION/COMMUNICATION

(a) Under this Agreement, the AOC Project Manager shall monitor and evaluate the Contractor's performance. The AOC Project Manager for this Agreement is named below. All requests and communications concerning this Agreement shall be made through the AOC Project Manager. Any notice from the Contractor to the AOC shall be in writing and shall be delivered as follows:

Dennis Uhl, Project Manager
Judicial Council of California
Administrative Office of the Courts
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

(b) Purchasing Party Contact: Each order will include a contact for the Customer placing the order. Contractor shall contact the individual named on the Purchase Order regarding questions on the order or payment status.

(c) Notice to Contractor shall be directed in writing to:

Xxxx

Attention: _____

27. ASSIGNMENT: Neither party shall assign this Agreement, either in whole or in part, without the prior consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

28. GOVERNING LAW, VENUE: The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the City and County of San Francisco.

29. CONTRACT CONSTRUCTION: Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

30. SURVIVAL: Terms which shall survive any termination or expiration of this Agreement include, but are not limited to, Indemnity, Warranties, Infringement Protection, Audit Rights, and Assignment.

31. SIGNATURE AUTHORITY: The parties signing this Agreement certify that they have proper authorization to do so.

32. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

END OF MASTER AGREEMENT TERMS AND CONDIITONS

**EXHIBIT 1
MASTER AGREEMENT PRICING SHEETS**

[VENDOR PRICING SHEETS, INCLUDING PERCENTAGE DISCOUNT FOR NON-CONTRACT
ITEMS WILL BE ATTACHED]

**EXHIBIT 2
MASTER AGREEMENT STATEMENT OF WORK**

[A NEGOTIATED STATEMENT OF WORK BASED ON VENDOR'S PROPOSAL WILL
BE ATTACHED]

RFP FIN-0520TC, Statewide Toner Cartridge Program

Attachment B

Judicial Branch Group – Address List

**ATTACHMENT B
PURCHASING GROUP ADDRESS LIST**

(See separate PDF file for RFP posted on Courtinfo website)

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal that have been terminated for cause or default.

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

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal
that have been Terminated for Cause or Default**

**ATTACHMENT D
PRICING SHEETS**

(See separate Excel spreadsheets for RFP posted on Courtinfo website. Note multiple spreadsheets within Excel Workbook.)

**ATTACHMENT E
DVBE PARTICIPATION FORM**

Proposer Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

**INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
SOLICITATION.**

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____
Nature of Work: _____ Tier: _____

Percentage of Total Contract: DVBE _____%

2. Company Name: _____
Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

3. Company Name: _____
Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

GRAND TOTAL: DVBE _____%

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION.

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

*RFP FIN-0520TC, Statewide Toner Cartridge Program
Attachment E
DVBE Participation Form*

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

PART C - CERTIFICATION *(to be completed by ALL Proposers)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this proposal as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State of California Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State of California for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State of California for up to three (3) years.

**IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.**

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	