

SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO

Request for Quotation

RFQ # 01-2010

Date Issued: July 12, 2010

From:

Superior Court of California
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Attention: Jackie Davenport

Email: jdavenport@eldoradocourt.org

Acceptable Delivery Methods:

Bidder: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

Fax: _____

Mail or Express Delivery: Hand Delivery: Facsimile:

THIS IS NOT AN ORDER

Deadline For Submitting Questions: July 28, 2010, 4:00 pm (Pacific Time)

Quote Submittal Deadline: August 11, 2010, 4:00 pm (Pacific Time)

Required Delivery Date: Immediately upon contract execution. **Payment:** Net 30 days

Description of Requested Goods and Services

The Superior Court of California, County of El Dorado (Court) is requesting quotations from highly qualified vendors to provide document destruction and shredding services at all or some of the Court facilities. The goods and services provided shall be in accordance with the General Terms and Conditions and Scope of Services set forth herein. The Court currently receives services from vendors and has shredding contracts that expire at various times within the next year. Upon expiration of a contract with a current vendor, a winning bidder selected by the Court must be able to provide the agreed upon services.

Evaluation Criteria – Quotes will be evaluated to determine the bid that offers the best value to the Court. Although some factors are weighted more than others, all are considered necessary, and a bid must be technically acceptable in each area to be eligible for award. With regard to cost, the Court reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range. Quotations must be typed, complete, and fully address technical, cost, bidder qualification and evaluation concerns. The evaluation will be based upon the following criteria, listed in order of descending priority:

- 1. Experience on similar assignment.
- 2. Cost/pricing factors.
- 3. Ability to meet timing requirements.

Quote Valid Through _____

Federal Tax ID _____

Bidder Signature: _____ Date: _____

Printed Name _____ Title: _____

BID INSTRUCTIONS

I. PROCUREMENT SCHEDULE

The Court has developed the following list of key events from issuance of this Request for Quotation (RFQ) through notice of contract award and the respective deadline dates. All deadlines are subject to change at the Court's discretion.

RFQ Issued	July 12, 2010
Submittal of Questions and Requests for Clarifications or Modifications	July 28, 2010, 4:00 pm
Quotation Due Date and Time	August 11, 2010, 4:00 pm
Potential Interviews (estimated)	August 23, 2010
Notice of Award (estimated)	September 1, 2010

II. DOCUMENT SUBMITTAL REQUIREMENTS

All bidders must submit four (4) sets of the following documents to the Solicitation Contact **via mail, express delivery or hand delivery only** to the address indicated above no later than the quote submittal deadline and time:

1. One signed and completed copy of page 1 of this RFQ.
2. One completed copy of this RFQ's Pricing Sheet.
3. On a separate sheet(s), please provide the following information:
 - a) A short description of your company including a description of your company's experience as it pertains to providing products and services similar in scope to those required under this RFQ and in the manner required pursuant to this RFQ.
 - b) Total number of years your company has been in business and the total number of years your company has provided products and services similar in size and scope to those requested in this RFQ.
 - c) An audited profit and loss statement and balance sheet for your company for the last three (3) fiscal years.
 - d) Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom your company has provided similar products and services within the last 18 months. Please include a brief description of the scope of products and services provided to the customer and the duration of the contract.

III. RESERVATION OF RIGHTS

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

All information entered on the RFQ must be clearly typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQ's in the future. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFQ.

IV. RFQ ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of bids by providing notice to potential bidders by posting on the Court's website. If any potential bidder determines that an addendum unnecessarily restricts its ability to propose, it must notify the Solicitation Contact no later than three (3) business days following the date the addendum was provided. Bidders are advised to check the Court's website regularly to confirm whether an addendum was issued or a deadline has changed.

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

V. PRE-BID CONFERENCE WALK-THROUGH

The Court may require that interested bidders attend a mandatory pre-bid conference to discuss the services. If the Court elects to require a pre-bid conference, the Solicitation Contact will notify bidders of the location, date and time by posting on the court website. In the event a potential bidder is unable to attend the pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one bidder. Quotes from bidders who did not attend the pre-bid conference will not be accepted and will be returned unopened.

VI. AMBIGUITY, DISCREPANCIES, OMISSIONS

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

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

VII. CONTACT WITH COURT

ALL QUESTIONS REGARDING THIS RFQ MUST BE SENT TO THE SOLICITATION CONTACT VIA EMAIL AT JDAVENPORT@ELDORADOCOURT.ORG. AT NO TIME AND UNDER ABSOLUTELY NO CIRCUMSTANCES SHALL BIDDERS CONTACT OR VISIT THE SOLICITATION CONTACT OR A COURT EMPLOYEE PRIOR TO A CONTRACT AWARD. UNAUTHORIZED CONTACT OR VISITS REGARDING THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE BIDDER'S RESPONSE.

VIII. ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the attached General Terms and Conditions, Exhibit C, and Definitions, Exhibit D. Submittal of a proposal indicates that the bidder accepts the General Terms and Conditions. The final contract between Contractor and Court may include additional terms and conditions, including terms and conditions relating to payment and scope of services. In addition, the successful bidder will be required to complete the Vendor Agreement, Exhibit B, after the successful bidder is (1) selected and (2) signs the final contract with Court.

IX. CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of the Court. Bidders may mark or annotate portions of the materials submitted in response to this solicitation indicating that the marked or annotated portions are confidential and/or proprietary. If the Court disagrees, the bidder will be given the opportunity to withdraw the marked or annotated materials. If the Court receives a request for public access to materials submitted in response to the RFQ, the Court will determine, in its sole opinion, whether the marked or annotated materials are exempt from disclosure under California Rules of Court, rule 10.500 or other applicable law. If the Court finds or reasonably believes that the materials so marked or annotated are exempt from disclosure, those materials will not be disclosed. If the Court finds or reasonably believes that the materials so marked or annotated are NOT exempt from disclosure, the Court will contact the bidder with a request that the bidder substantiate the claim for confidential treatment, but the Court, in its sole opinion, will decide whether to disclose the material pursuant to California Rules of Court, rule 10.500 or other applicable law.

X. ERROR IN SUBMITTED QUOTE

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

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

End of Bid Instructions

PRICING SHEET

Please provide your pricing information in the following table for the listed items to perform the services as described in this RFQ.

1. Shred Containers – refer to these container descriptions when completing the pricing section below



Secure Shredding Bin

Description: secure locking lid, wheels for easy moving, gray color

Dimensions: approximately 65 gallons, or 43”H x 26”W x 27”D

Capacity: approximately 175 lbs



Security Console

Description: tamper evident locking system, gray color, nylon bag for ease of securing and removing contents

Dimensions: 36”H x 20”W x 20”D

Capacity: approximately 75 lbs

2. Pricing – all pricing information must be filled in the Pricing Sheet document. Bidder comments should be restricted to 500 characters per field. Brevity is appreciated.

PRICING SHEET

CONTAINER PICKUP/DELIVERY (SHREDDING)

-Container pickup/delivery includes the delivery and placement, relocation, or pickup of collection containers at the customer's location. Regular services are provided between 8 AM and 5 PM, local time, Monday through Friday, excluding Court holidays

Description	Price	Per
Container pickup/delivery		Container
Bidder comments:		

PROGRAM SETUP FEES

-program setup includes the initial delivery and placement of collection containers at the customer's location for 60 days after the contract effective date

Description	Price	Per
Program setup fee		Container
Bidder comments:		

OFF-SITE SECURE SHREDDING SERVICES

Description	Price	Per
Secure shredding bin		Container
Security consoles		Container
Bidder comments:		

ON-SITE SECURE SHREDDING SERVICES

Description	Price	Per
Secure shredding bin		Container
Security consoles		Container
Bidder comments:		

PRICING SHEET - CONTINUED

MINIMUM SHREDDING SERVICE CHARGE

-if applicable

Description	Price	Per
Minimum off-site shredding service charge		Scheduled service
Minimum on-site shredding service charge		Scheduled service
Bidder comments:		

ON CALL SERVICE FEE

-if applicable, an additional fee charged to the work order for unscheduled service

Description	Price	Per
Off-site shred trip		Work order
On-site shred trip		Work order
Bidder comments:		

End of Pricing Sheet

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Term. The term of this Agreement begins on the Effective Date and ends on _____ unless the term of this Agreement is terminated early or extended as provided in this Agreement. The term may be extended by the Court for three additional one-year periods by providing Contractor written notice not less than thirty (30) days prior to the expiration of the then current term.

2. Representations and Warranties.

A. Contractor represents and warrants that the following statements are true:

- i. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any Judicial Branch Individual with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- ii. No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under California Government Code section 1090 et seq., or section 87100 et seq., or under California Rules of Court 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. Drug-Free Workplace. Contractor and Contractor's subcontractors will provide a drug-free workplace as required by California Government Code sections 8355-8357.
- iv. No Interference. Contractor is not a party to any agreement that would constitute a conflict of interest with this Agreement or that would interfere with Contractor's ability to perform the Services.
- v. Prohibition Against Hiring Court Employees. Contractor certifies and will require all of Contractor's subcontractors to certify to the following: "Former Court employees will not be offered employment for two years from the date of separation, if that employee participated in the decision-making process relevant to this Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed agreement, within the prior twelve-month period of Court employment."
- vi. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Contractor, Contractor's business or financial condition, or the Services to be performed under this Agreement.
- vii. Compliance with Laws.
 - a) General. Contractor is in compliance in all material respects with all laws, rules and regulations applicable to Contractor's business and the Services and Contractor pays all undisputed debts when they come due.
 - b) Specific.
 1. ADA. Contractor and Contractor's subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
 2. FEHA. Contractor and Contractor's subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, California Government Code section 12990 et seq., and all applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq. Contractor and Contractor's subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and Contractor's subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or Contractor's subcontractors interact in the performance of these Services. Contractor and Contractor's subcontractors will take all reasonable steps to prevent such harassment.

B. Representations and Warranties to Remain True. During the term of this Agreement, Contractor will not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor will promptly notify Court if any representation and warranty becomes untrue.

3. Indemnification. Contractor agrees to indemnify, hold harmless and defend (with counsel satisfactory to the Administrative Office of the Courts) the Judicial Branch Entities and Judicial Branch Individuals from all claims, losses, and expenses, including attorney fees and costs, resulting from (i) a matter or event related to the Services, (ii) a matter or event related to Contractor's acts or omissions related to the performance of this Agreement, or (iii) Contractor's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

4. Limitation of Liability. Court will not be liable to Contractor, its officers, employees, subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

5. Insurance

A. General Insurance Requirements: Contractor will obtain and maintain (and will cause any subcontractors to obtain and maintain) the minimum insurance set forth in subparagraph B. below with insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form.

B. Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverage:

- i. Workers' Compensation at statutory requirements of the state of residency.
- ii. Employers' Liability with minimum limits of \$1,000,000 for each occurrence.
- iii. Commercial General Liability Insurance with minimum limits of \$2,000,000 for each occurrence, and \$2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.
- iv. Business Automobile Liability Insurance with minimum limits of \$2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.
- v. Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Coverage must include insurance for the Contractor's legal liability arising out of its acts, errors or omissions which arise out of its providing or failure to provide the Services required under the terms of this Agreement. If the policy is underwritten on a claim made form the Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for not less than three (3) years from the date of the completion of the Services, or the termination of the Agreement, whichever occurs last. The retroactive date or "prior acts inclusion date" of any such claims made policy must be no later than the date the Services commence pursuant to this Agreement.
- vi. Excess or Umbrella Liability Insurance. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.
- vii. Commercial Crime Insurance with minimum limits of \$250,000 per occurrence insuring the Contractor, and its employees, for the dishonest or fraudulent use of records that are to be shredded or destroyed under the terms of this Agreement.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions will not limit the Contractor's liability to the Court and will be the sole responsibility of Contractor. Contractor will declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence.

D. Endorsements; Additional Insureds; Terms and Conditions: The General Liability and Automobile Liability insurance policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities and Judicial Branch Individuals will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.
2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance and non-contributory with respect to any insurance or programs of self insurance maintained by Judicial Branch Entities or Judicial Branch Individuals.
3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. Contractor will provide the Court with certificates of insurance, satisfactory to the Court and mailed to the address below, evidencing all required coverage before Contractor begins any Services, and provide complete copies of each policy upon the Court's request.

F. If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy fails to provide the insurance required by this Agreement the Contractor will, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements, for approval.

G. All of Contractor's policies will be endorsed to provide written notice to the Court of cancellation in coverage within thirty (30) days, mailed to the Court's at the address below. Such notice will reference the Agreement and Agreement number. Contractor shall provide Court with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

H. Waiver of Subrogation: Contractor and its insurers each waive any and all rights of recovery or subrogation against Judicial Branch Entities and Judicial Branch Individuals. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Judicial Branch Entities and Judicial Branch Individuals from all claims, costs and liabilities caused by or resulting from Contractor's breach.

I. All required documentation must be signed by a person authorized by the insurer to bind coverage on its behalf, and shall be submitted to:

Superior Court of California, County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attention: Court Administration

6. Permits, Laws and Regulations.

A. Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Services. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Services. Such permits and licenses will be made available to Court, upon request.

B. Contractor will promptly provide written notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses. If Contractor proceeds with the Services in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue.

7. Contractor's Employees.

A. Contractor is an independent contractor and while performing work on or off Court's premises neither it nor any of its agents or employees shall be considered agents or employees of Court. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

C. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

D. Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or subcontractor personnel.

E. Contractor will determine the method, details, and means of performing or supplying the Services under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement.

8. Notices. Notices under this Agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid) to the address provided in the signature section of the Court's Standard Agreement Coversheet at the beginning of this Agreement. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this paragraph.

9. Termination for Cause. Court may terminate this entire Agreement immediately for cause if Contractor makes a material misrepresentation or fails or is unable to meet or perform any duty or obligation under this Agreement.

10. Termination for Convenience or Lack of Funds. In addition to the right to terminate for cause, Court may terminate all or part of this Agreement for any or no reason at any time by giving 30 days' prior written notice to Contractor. Court may also terminate this Agreement in whole or in part at any time if expected or actual funding to compensate Contractor is withdrawn, reduced or limited. Should Court terminate this Agreement for convenience or for lack of funds, Court's liability shall be the cost of Services provided by Contractor prior to termination and payment for such Services will be based on the prices set forth in this Agreement.

11. Acceptance. By providing the requested Services, Contractor agrees to the terms and conditions specified in this Agreement and any referenced documents. Contractor's additional or different terms and conditions are expressly excluded from this Agreement and Court does not agree to such terms or conditions. Contractor may not alter, add to, or otherwise modify these terms and conditions.

12. Standard of Performance and Warranties.

A. Standard of Performance. Contractor represents and warrants it will perform all Services with the requisite skill and diligence consistent with professional standards for the industry and type of Services performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's Services.

B. Warranties: Contractor warrants and represents that the Services and all deliverables furnished will conform to the requirements of this Agreement.

C. Non-Infringement: Contractor represents and warrants to Court that it is and will either own, or be authorized to use for its own and Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Services.

- D. All warranties will inure to Court, its successors, assigns, and users of the Services provided hereunder.
- E. During the term of this Agreement, Contractor will not take an action, or omit to perform any act, that may result in a representation becoming untrue or a warranty being breached. Contractor will promptly notify Court if any representation becomes untrue or if any warranty is breached.

13. Changes in Services. Court reserves the right to require Contractor to make changes in the Services, which may include additions, deletions, or modifications to the Services, or changes in the timing or level of effort for the Services.

14. Force Majeure.

- A. Force Majeure events include, but are not limited to:
 - i. catastrophic acts of nature, or public enemy;
 - ii. civil disorder;
 - iii. fire or other casualty for which a party claiming a force majeure event is not responsible; and
 - iv. quarantine or epidemic.
- B. The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.
- C. Any assertion of a Force Majeure event by subcontractors will be attributed to Contractor.

15. Confidential Information.

- A. Confidential Information. Contractor agrees to hold in confidence the following Confidential Information:
 - i. All information that Court discloses to Contractor; and
 - ii. All information to which Contractor gains access while providing Services. Confidential Information does not include any information that Contractor can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Contractor and Court, Court owns the Confidential Information, and Court authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give Confidential Information on a “need-to-know” basis to Contractor’s professional services providers or employees who have also executed confidentiality agreements that protect Court’s Confidential Information to the same extent as this paragraph 15. Contractor may also disclose Court’s Confidential Information to the extent necessary to comply with law, provided Contractor provides Court with advance written notice.
- B. Specific Performance. Contractor understands a default under this paragraph 15 may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to Court, all without need to post bond of any nature.

16. Audit Rights. Contractor will maintain all financial data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later. During the period of time that Contractor is required to retain such records, Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted.

17. Background Checks. Court has the right, but not the obligation, to request or conduct a background check, at Contractor’s expense on any individual who may perform Services. Contractor will cooperate with Court in performing any background check and will obtain all releases, waivers and permission required for the release of information to Court. Contractor will not assign to perform Services any individual whose background check is unacceptable to Court or who refuses to undergo a background check.

18. Time Is Of The Essence. Time is of the essence in the performance of Services by Contractor under this Agreement.

19. Waiver and Severability

- A. Waiver of Rights: Court’s action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.
- B. Severability: The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

20. Subcontracts and Assignments. During the term of this Agreement, Contractor shall make no subcontract or other assignment of this Agreement without the prior written consent of Court and any attempted subcontracting or assignment without such consent is void. When consent is granted, it shall not relieve Contractor of any obligation to Court.

21. Governing Law and Jurisdiction. 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 County of El Dorado, California.

22. Survival. Terms that will survive termination or expiration of this Agreement include, but are not limited to the following: Limitation of Liability; Representations and Warranties; Indemnification; Standard of Performance and Warranties; Confidential Information; and Subcontracts and Assignments.

23. Entire Agreement and Amendment. This Agreement (including the Vendor Agreement executed contemporaneously with 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. This Agreement has been arrived at through negotiation between Contractor and Court and neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. All headings are for reference purposes only and do not affect the interpretation of this Agreement. No amendment to this Agreement will be effective unless it is on a Court amendment form, signed by both Contractor and an authorized representative of Court.

End of General Terms and Conditions

EXHIBIT D
DEFINITIONS

Agreement means the integrated agreement signed by Court and Contractor consisting of Court's Standard Agreement Coversheet and all exhibits and attachments thereto.

Contractor means the person or entity whose name appears on the Standard Agreement Cover Sheet as a party to the Agreement with Court.

Court means the Superior Court of California, County of El Dorado.

Effective Date means the date the Agreement becomes effective as set forth on the Court's Standard Agreement Coversheet.

Judicial Branch Entity has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, court of appeal, the Judicial Council, or the Administrative Office of the Courts; and those entities comprise the "Judicial Branch."

Judicial Branch Individuals means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.

Services means those tasks described in Exhibit A, Scope of Services, of the Agreement and includes all labor, equipment and any other items or activities necessary for Contractor to meet or perform its obligations under the Agreement.

End of Definitions

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide on site or off site document destruction and shredding services of confidential papers and other media (i.e. floppy disks, optical disks, etc) for Superior Court of California, County of El Dorado facilities located at:

2850 Fairlane Court, Building C
Placerville, CA 95667.

495 Main Street
Placerville, CA 95667

3321 Cameron Park Drive
Cameron Park, CA 95667

1354 Johnson Blvd.
So. Lake Tahoe, CA 95667

A. Required Outcomes:

1. Contractor shall provide a certificate of destruction that must be provided at the time services are performed. An invoice indicating amount destroyed may be acceptable. Vehicles picking up material to be shredded must have secure receptacles for material. All receptacles placed within the Superior Court of California, County of El Dorado must have key access and at least one (1) key must be provided to the Superior Court of California, County of El Dorado upon the placement of receptacles. Vendor to pickup receptacles on a mutually agreed upon schedule, between the hours of 8:00 a.m. and 4:00 p.m. Successful vendor may be required to provide additional pickups and will calls on an as needed basis. Additional pickups and will calls must be provided within seventy-two (72) hours of the verbal request. All employees of the successful vendor must be bonded. Successful vendor must provide proof of finger print record checks of all employees who will come onto Superior Court of California, County of El Dorado property for clearance purposes prior to any work commencing.

B. CONTRACTOR shall provide:

1. Services are to be performed every four weeks or as mutually agreed (depending on size of receptacle provide). Additional pickups and will calls are to be provided on an as needed basis. Successful vendor is to indicate on the bidder's proposal sheet a specific day that is preferred for pick up at the Superior Court of California, County of El Dorado. If the day specified is acceptable to the Superior Court of California, County of El Dorado that will be the day agreed upon for pickup, except if such day falls on a holiday. If the pickup day is on a holiday, successful vendor will pickup materials on the first business day following the holiday.

C. QUANTITIES

1. Quantities to be picked up may vary depending on the size of the bins provided and the amount of materials generated. The Superior Court of California, County of El Dorado currently has approximately:

- 17 security consoles at our So. Lake Tahoe facility
- 4 non-secure bins at our 2850 Fairlane Court, Placerville facility
- 4 non-secure bins at our 495 Main St., Placerville facility
- 0 bins or consoles at our 3321 Cameron Park Dr., Cameron Park facility

The Superior Court of California, County of El Dorado reserves the right to increase or decrease the amount of receptacles necessary to fit the needs of the Court. By responding to this bid, you agree to furnish an amount above or below the estimates stated in this paragraph. No guarantee can be given that this amount will be reached or that it will be exceeded.

End of Scope of Services

**EXHIBIT B
VENDOR AGREEMENT**

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

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

Civil Code Section 1798.53, Invasion of Privacy, states in part:

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

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES

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

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

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

I HAVE READ THE ABOVE AND UNDERSTAND THAT MISUSE OF CRIMINAL RECORD INFORMATION MAY RESULT IN PENALTIES BEING IMPOSED.

Vendor _____

Signature _____

Date: _____

Printed Name: _____

Title: _____