



RFQ for SharePoint Hub and Subsite Project

Michelle Duarte

4/23/24

The Superior Court of California, County of Santa Cruz is issuing this Request for Quote to provide the Court with competitive bids for a qualified provider to assist with the design and build-out of the Court's Office 365 SharePoint environment. The Court requests quotes from highly qualified vendors with California Sellers' permits and expertise in providing such services. The Court intends to award the vendor that can provide the services defined within this RFQ. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFQ. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFQ.

SUPERIOR COURT OF SANTA CRUZ COUNTY
REQUEST FOR QUOTE – GOODS

Date Issued: Tuesday April 23, 2024

From:

Superior Court of Santa Cruz County
 Information Technology
 701 Ocean Street, Room 110
 Santa Cruz, CA 95060
 Requestor: Michelle Duarte

Phone: 831-420-2420 Fax: n/a
 E-mail: Michelle.duarte@santacruzcourt.org

To:

Vendor: _____
 Address: _____

 Contact: _____
 Phone: _____
 Fax: _____
 E-mail: _____

THIS IS NOT AN ORDER

Quote Due Date and Time:

Due no later than 5 P.M. Wednesday, May 15, 2024. All submissions are to be completed and emailed to: procurement@santacruzcourt.org

Required Services Completion Date: Friday, February 28, 2025 Payment:

*****All Requests for Information must be emailed to michelle.duarte@santacruzcourt.org. All inquiries and responses will be posted on the court's website at:***

<https://www.santacruz.courts.ca.gov/general-information/vendors>

Please quote on the following services*:

Item	Description	Unit Price	Extension
1.	Create Hub and Subsite SharePoint environment, migrate existing Intranet, file shares, change management, training, and upskilling (See Attachment A)		

Total Cost: _____

EVALUATION CRITERIA:

1. Complete and timely submission of quote
2. Ability to provide all services as defined in Attachment A
3. Ability to provide resources to perform services included in Attachment B
4. Complete Darfur contracting act certification in Attachment C
5. Ability to Meet Schedule for services with a contract execution of 6/12/24 to be completed by 2/28/25
6. Pricing must be all inclusive of services requested

* Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.

Vendor Signature: _____ Date: _____

Printed Name: _____ Title: _____

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

WARRANTIES:

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance with all applicable laws and regulations. Seller 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.

CHANGES

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS

Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

MATERIAL SAFETY DATA SHEETS

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

RISK OF LOSS

Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the fact of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

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 Court at any time within thirty (30) days after delivery to the Court. 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 Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INVOICES, PAYMENT AND SETOFF

The Court 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 face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

AUDIT RIGHTS

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller is required to retain such records, the 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 hereunder.

TERMINATION

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

INDEMNITY

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES 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 OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSURANCE

Seller agrees, warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

LEGAL COMPLIANCE

(a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.

(b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 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.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agency of employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

Attachment A

Scope of Work: SharePoint Hub and Subsite Project

1. Project Overview:

The court is seeking a qualified provider to assist with the design and build-out of the Court's Office 365 SharePoint environment.

- The project aims to design, develop, and implement a SharePoint Hub and Subsite architecture to streamline collaboration, content management, and communication within the organization.
- The SharePoint solution will include creating a central Hub site (Intranet) and multiple Subsites tailored to specific departments, teams, or projects.
- The solution will include user training, admin training, upskilling of IT staff for future management and expansion, and seamless navigation of OneDrive and SharePoint libraries for users.

2. Objectives:

- Establish a centralized SharePoint hub as a primary collaboration platform.
- Create relevant subsites tailored to departmental or functional needs.
- Provide comprehensive user training to ensure efficient utilization of SharePoint and OneDrive.
- Review and incorporate 30+ SharePoint sites that already exist.
- Deliver admin training to empower designated personnel with the skills to manage and expand the SharePoint environment.
- Upskill IT staff to handle ongoing management, maintenance, and future enhancements of the SharePoint ecosystem.
- Improve information sharing and communication across departments and teams.
- Enhance productivity and efficiency by providing easy access to relevant resources and tools.

3. Scope:

a. Requirements Gathering:

- Conduct stakeholder interviews and workshops to understand business needs, user requirements, and desired functionalities.
- Document key requirements for the Hub site and individual Subsites.

b. Design and Architecture:

- Develop a site hierarchy plan outlining the structure of the Hub and Subsites.
- Configure the SharePoint Hub site and Subsites based on the approved design and architecture.
- Customize site templates, layouts, and branding to align with the organization's branding guidelines.
- Design user-friendly interfaces with intuitive navigation and responsive layouts.
- Configure SharePoint sites, lists, libraries, and permissions according to the approved design.
- Integrate OneDrive with SharePoint to enable seamless document management and collaboration.
- Integrate relevant SharePoint features such as document libraries, lists, calendars, and news feeds.

c. Content Migration and Population:

- Migrate existing content from legacy systems or file shares to the SharePoint environment.
- Populate the Hub site and Subsites with relevant documents, resources, and tools.
- Ensure data integrity, version control, and security during the migration process.

d. Testing and Quality Assurance:

- Conduct thorough testing of the SharePoint solution to identify and resolve any issues or bugs.
- Validate user access permissions, content rendering, search functionality, and responsiveness across different devices and browsers.
- Solicit feedback from key stakeholders and end-users to refine the solution.

e. Training and Documentation:

- Develop user training materials covering basic navigation, document management, and collaboration features of SharePoint and OneDrive.
- Conduct user training sessions tailored to different user groups within the organization.
- Provide admin training to designated personnel on managing SharePoint sites, permissions, and configurations.

f. Deployment and Go-Live:

- Plan and execute the deployment of the SharePoint solution in a phased approach.
- Coordinate with IT teams to ensure proper infrastructure setup and configuration.
- Monitor the deployment process and address any deployment-related issues promptly.
- Conduct a post-deployment review to validate the successful implementation of the Hub and Subsites.

g. Upskilling Phase:

- Identify IT staff members for upskilling based on their roles and responsibilities within the SharePoint ecosystem.
- Provide targeted training sessions to enhance their skills in SharePoint administration, customization, and troubleshooting.
- Encourage continuous learning through access to resources such as Microsoft Learn and community forums.

3. Deliverables:

- SharePoint hub and subsites configured according to the agreed-upon design.
- Customized Site Templates and Branding
- Migrated Content and Populated Sites
- Test Reports and Quality Assurance Documentation
- User Training Materials and Documentation
- Deployment Plan and Post-Deployment Review
- Admin training materials and documentation.
- Upskilling program outline and training resources.

4. Timeline:

- The project timeline will be divided into distinct phases, with milestones and deliverables identified for each phase.
- A detailed project schedule will be developed during the planning phase, considering resource availability and dependencies.

5. Roles and Responsibilities:

- Project Manager: Overall project oversight, stakeholder communication, and risk management.
- SharePoint Administrator: Configuration, customization, and deployment of SharePoint sites.
- Content Manager: Content migration, population, and taxonomy management.
- Training Coordinator: Development of training materials and user support.
- Quality Assurance Analyst: Testing, bug tracking, and ensuring solution quality.
- End-Users: Active participation in requirements gathering, testing, and training sessions.

6. Acceptance Criteria:

- The SharePoint Hub and Subsites must meet the agreed-upon requirements, timeframes, and specifications.
- The solution should be user-friendly, scalable, and aligned with the organization's business objectives.
- Stakeholders and end-users should be satisfied with the usability, performance, and functionality of the SharePoint platform.
- User feedback indicating satisfaction with the usability and functionality of SharePoint and OneDrive.
- IT staff demonstrate proficiency in managing and expanding the SharePoint environment.

7. Assumptions and Constraints:

- Assumptions regarding resource availability, technology infrastructure, and stakeholder cooperation.
- Constraints related to budget, timeline, and technical limitations of the SharePoint platform.
- The organization holds Microsoft G5 licensing, ensuring access to advanced features and functionalities within the SharePoint ecosystem.

8. Change Management:

- A formal change management process will be implemented to address any requested changes to the project scope, schedule, or budget.
- Changes must be evaluated for their impact on project objectives and approved by the designated change control board.

9. Communication Plan:

- Regular project status updates will be provided to stakeholders through meetings, emails, and project documentation.
- Key project milestones, risks, and issues will be communicated promptly to ensure transparency and accountability.

10. Governance:

- Establish governance policies and guidelines for managing the SharePoint environment post-implementation.
- Define roles and responsibilities for site owners, content contributors, and administrators.
- Implement security measures to protect sensitive data and ensure compliance with regulatory requirements.

11. Closure:

- Formal project closure activities, including documentation of lessons learned, handover of deliverables, and final project review.
- Obtain sign-off from stakeholders to confirm the successful completion of the SharePoint Hub and Subsite project.

This Scope of Work outlines the key components, activities, and deliverables required for the successful implementation of a SharePoint Hub and Subsite project. It provides a structured approach to planning, executing, and managing the project to achieve the desired outcomes and meet stakeholder expectations.

Attachment B

Developer Skills Expected for Project

1. Project Title:	Contracted staff to analyze transitioning the current Court Intranet and network file repositories to a SharePoint site and design, build, and launch a Hub SharePoint Site.
2. Summary of Work	The Santa Cruz Superior Court seeks the services of highly capable SharePoint – Developer to lead the technical analysis of transitioning an Intranet (Drupal Platform) to a SharePoint hub site and departmental subsites. This will require working with Court IT staff and stakeholders on content ownership and configuring the Court SharePoint platform, add document lists, libraries, develop shared storage space and backup procedures. This resource under the direction of IT management and staff, will also assist with governance, testing, best practices, and knowledge transfer to staff.
3. Minimum Job-Specific Skills/Qualifications Required (in order of relative importance): <ul style="list-style-type: none">• At least 3 years' experience as a SharePoint administrator/developer.• Extensive experience in technical analysis and site transitioning• Extensive knowledge of Windows operating systems, Power Platform, PowerShell, and Office 365.• Knowledge of SharePoint tools, Power Tools, workflows, and SharePoint forms for tasks.• Experience with Cloud SharePoint deployments and migrating content from on-premises to the cloud.• Advanced skills with SharePoint, O365, and cloud solutions with a broad technology background as a core foundation.• Bachelor's degree in information technology, computer science, or similar.	
4. Additional Skills/Qualifications Desired: <ul style="list-style-type: none">• Ability to manage multiple projects.• Detail orientated.• Self-motivated.• Collaboration, interpersonal, and communication skills.• Advanced analytical and problem-solving abilities.• Excellent organizational and time-management skills.• Work in a fast-paced environment.	

5. Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities
1	Create a Central Hub SharePoint Site.
2	Work on site content for Court departmental SharePoint sites and develop tools and resources for users.
3	Adding users, setting up roles, controlling access to document libraries, and setting permissions.
4	Troubleshooting and resolving SharePoint issues or malfunctions.
5	Providing SharePoint support and end-user training.
6	Meeting with the design team to review website and application requirements.
7	Configuring the SharePoint systems to specified requirements for various SharePoint sites.
8	Communicate with the business to gather business problems and translate them into solution concepts and document requirements.
9	Conduct technical analysis of existing site and administer new site and provision sub-sites.
10	Manage site layout (look and feel) and structure.
11	Provide first point-of-contact for end-user issues.
12	Work with projects, operation leaders, and teams to develop specific solutions and artifacts and explore new ways of providing customer value.
13	Provide guidance to business users on the structure of their sites.
14	Other tasks as assigned.
15	Monthly status report

Attachment C

DARFUR CONTRACTING ACT CERTIFICATION

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

To submit a proposal to the JBE, the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

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

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

**RULES GOVERNING IT REQUEST FOR QUOTE
(INFORMATION TECHNOLOGY GOODS AND SERVICES VALUED AT LESS THAN \$100,000)**

SUBMISSION OF QUOTES - Vendor must sign and submit its quote using the Court's form. Quotes may be submitted by mail or email (to the address specified on the quote) or by fax to the fax number specified on the quote.) Quotes sent to any other address or fax number will not be considered. The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.

FAXED QUOTES – All pages of a faxed quote received before the Quote Due Date and Time will be considered the complete quote. Please be advised that there may be a heavy demand placed on the fax machine receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via fax, or if the entire quote is not received before the Quote Due Date and Time.

PROCESS – Before the Quote Due Date and Time, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time, the Court may reject all quotes and cancel the RFQ if the Court determines that; (i) the quotes received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court. The Court reserves the right to accept or reject any or all of the items in the quote, to award the contract in whole in or in part and/or negotiate any or all times with a vendor if it is deemed in the Court's best interest. The RFQ is not an order, agreement or obligation on behalf of the Court, and in no way is the Court responsible for the cost of preparing the quote.

OFFER PERIOD - Vendor may withdraw its quote at any time before the Quote Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Vendor's quote is an irrevocable offer for ninety (90) days following the Quote Due Date and Time OFFER PERIOD

TERMS - Upon award of the contract, the Court will issue a Purchase Order (with the terms and conditions attached to this RFQ) to the selected vendor. Quotes that reference other terms and conditions, or propose changes to the Court's contract, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court's contract, the Court may cancel the award and award the contract to the next qualified vendor.

AWARD BASIS - If the "lowest responsive quote" box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the lowest responsive quote. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense. Note: in the event of a tie involving a vendor that received the small business preference, additional rules regarding ties may apply. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications with regard to Vendor's quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.

SELLER'S PERMIT AND PAYEE DATA RECORD - If Vendor will provide tangible personal property, Vendor must submit with its quote, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code ("RTC") 6066 et seq. or (b) a certificate of registration issued under RTC 6226. If awarded the contract, Vendor must complete and submit to the Court a Payee Data Record form.

CERTIFICATIONS - Vendor certifies it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10490(b), or the goods or services Vendor would provide to the Court are not related to products or services that are the reason Vendor must comply with Section 13(p) of the Securities Exchange Act of 1934; (ii) [DVBE Violation] Vendor is not on the Department of General Services' ("DGS") list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises ("DVBEs"); and (iii) [Tax delinquency] it is not on the Franchise Tax Board's list of 500 largest state income tax delinquencies, or the Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

SMALL BUSINESS PREFERENCE - Eligibility for and application of the small business preference are governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Vendor will receive a small business preference if, in the Court's sole determination, Vendor has met all applicable requirements.

Small business participation is optional. Failure to qualify for the small business preference will not render a quote non-responsive.

For lowest responsive quote RFQs: If Vendor receives the small business preference, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 5% of the lowest responsive quote. If a DVBE incentive is also offered in connection with this RFQ, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, Vendor must be either (i) a DGS-certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If Vendor wishes to seek the small business preference, Vendor must complete and submit with its quote the Small Business Declaration (available from the Court upon request). Vendor must submit with the Small Business Declaration all materials required in the Small Business Declaration. Failure to complete and submit the Small Business Declaration as required will result in Vendor not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Vendor not receiving the small business preference.

If Vendor receives the small business preference, (i) Vendor will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its quote will constitute a breach of contract. **FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE 14842.5.**

DVBE INCENTIVE - Eligibility for and application of the DVBE incentive are governed by the Court's DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court's sole determination, Vendor has met all applicable requirements. DVBE incentive qualification is *optional*. Failure to qualify for the DVBE incentive will not render a quote non-responsive.

For lowest responsive quote RFQs: if Vendor receives the DVBE incentive, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsive quote. To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, Vendor may have an approved Business Utilization Plan ("BUP") on file with DGS.

If Vendor wishes to seek the DVBE incentive:

1. Vendor must complete and submit with its quote the "Bidder Declaration" document (available from the Court upon request). Vendor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Vendor must submit with its quote a "DVBE Declaration" document (available from the Court upon request) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Vendor is itself a DVBE, it must complete and sign the DVBE Declaration. If Vendor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Vendor will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Vendor not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Vendor not receiving the DVBE incentive.

If Vendor receives the DVBE incentive: (i) Vendor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Vendor must use any DVBE subcontractor(s) identified in its quote unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MILITARY AND VETERANS CODE 999.9

ERRORS - If errors are found in a quote, the Court may reject the quote. The Court may, at its sole option, correct arithmetic or transposition errors or both. The Court may or may not waive an immaterial deviation or defect in a quote. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Vendor from full compliance with RFQ specifications.

PROTESTS - Pursuant to Section 10 of the Court's Local Contracting Manual, protests will not be accepted in connection with the RFQ.

CONFIDENTIAL INFORMATION - Quotes are subject to disclosure pursuant to applicable provisions of the PCC and Rule 10.500 of the California Rules of Court. Disclosure will be made regardless of whether the quote (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the quote (a) purporting to limit the Court's right to disclose information in the quote, or (b) requiring the Court to inform or obtain the consent of Vendor prior to the disclosure of the quote (or portions thereof). Accordingly, Vendor should not include confidential or proprietary information in its quote.

MISCELLANEOUS - It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Business and Professions Code 17030. It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial branch entity from being recycled or remanufactured.