

# REQUEST FOR PROPOSALS

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***SUPERIOR COURT OF CALIFORNIA, COUNTY OF  
MARIN***

**REGARDING:**

Printing, Mailing, and Postage Services for Jury  
Summons and Traffic/Criminal Notices RFP: 252601

**PROPOSALS DUE:**

MARCH 9, 2026, NO LATER THAN 2:00 P.M. PACIFIC TIME

### KEY INFORMATION SUMMARY SHEET

<b>Request for Proposal</b>	Non-IT – Superior Court of California, County of Marin – Printing, Mailing, and Postage Services for Jury Summons and Traffic/Criminal Notices
<b>RFP Number:</b>	252601
<b>RFP Issue Date:</b>	February 18, 2026
<b>RFP Issuing Office:</b>	Finance Department
<b>Procurement Contact:</b>	Superior Court of California, County of Marin Finance and Facilities Division Attention: Procurement – Norman Zhou RFP 252601 3501 Civic Center Drive San Rafael, CA 94903
<b>e-mail:</b>	<a href="mailto:pbids@marin.courts.ca.gov">pbids@marin.courts.ca.gov</a>
<b>Proposals are to be sent to:</b>	<a href="mailto:pbids@marin.courts.ca.gov">pbids@marin.courts.ca.gov</a>
<b>Timeline for this RFP</b>	
<b>Deadline for Questions:</b>	February 25, 2026
<b>Questions and Answers Posted (estimate only):</b>	February 27, 2026
<b>Proposal Due (Closing) Date and Time:</b>	March 9, 2026, no later than 2:00PM PT
<b>Evaluation of Proposals (estimate only):</b>	March 10, 2026, through March 13, 2026
<b>Notice of Intent to Award (estimate only):</b>	March 16, 2026
<b>Negotiations and Execution of Contract (estimate only):</b>	March 23, 2026, through March 27, 2026
<b>Contract Duration:</b>	April 1, 2026, through March 31, 2027, with four 1-year options to extend through March 31, 2031
<b>RFP Attachments</b>	

<p><b>Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)</b></p>	<p>These rules govern this solicitation.</p>
<p><b>Attachment 2: Terms and Conditions</b></p>	<p>On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the “Terms and Conditions”).</p>
<p><b>Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions</b></p>	<p>On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form.</p> <p>If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.</p> <p><b>Note: A material exception may render a proposal non-responsive.</b></p>
<p><b>Attachment 4: General Certifications Form</b></p>	<p>The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.</p>
<p><b>Attachment 5: Payee Data Record Form</b></p>	<p>This form contains information the Court requires in order to process payments and must be submitted with the proposal.</p>
<p><b>Attachment 6: Iran Contracting Act Certification</b></p>	<p>The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.</p>
<p><b>Attachment 7: Unruh and FEHA Certification</b></p>	<p>The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.</p>

<b>Attachment 8: Bidder Declaration</b>	The Prospective Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
<b>Attachment 9: DVBE Declaration</b>	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.
<b>Attachment 10: Darfur Contracting Act Certification</b>	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 11: Question and Answer Form</b>	Prospective Bidder must use the attached form to submit any questions.
<b>Attachment 12: Reference Check Form</b>	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
<b>Attachment 13: Technical Proposal Template</b>	Prospective Bidder must submit their proposal using the Technical Proposal Template.
<b>Attachment 14: Cost Proposal Template</b>	Prospective Bidder must propose the cost using the Cost Proposal Template.
<b>Attachment 15: Checklist</b>	RFP Checklist is a reference checklist that lists the required documents and attachments to complete and submit both the Technical Proposal and Cost Proposal

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## **1.0 BACKGROUND INFORMATION**

**1.1** The Superior Court of California, County of Marin, is issuing this Request for Proposal to obtain a vendor for the printing, mailing and providing postage for court issued jury summons and Traffic/Criminal notices. In the most recent calendar years, the Court printed and mailed approximately 168,000 jury summons. The Court also mailed 51,600 notices to traffic and non-traffic violators for various types of infractions, which are mailed on a daily basis. The Court has four (4) types of Traffic/Criminal notices that are mailed. These include:

- Courtesy Notice
- Failed to Complete Traffic and Criminal Obligation
- Failed to Pay Traffic and Criminal Delinquency
- Final Notice (FTA)

\*Samples have been provided.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court seeks the services of a person or entity with expertise in printing, processing, and mailing its jury summons postcard and Traffic/Criminal notices as described in this Section.

### **2.1 Jury Summons Printing**

- a. The Court estimates printing and mailing approximately 168,000 summons and notices each year.
- b. Summons shall be in the mail within 2 business days of receipt of the file transfer from the Court.
- c. Contractor will provide the Court's Project Manager with confirmation that the jury summons and notices have been mailed.
- d. Contractor will work with the Court's staff to configure the Court's current digital version of the jury summons and notices to be printed pursuant to Agreement.
- e. The Court will generate a jury summons and notice file using the vendors provided process and upload it to a secure FTP site maintained and managed by the Contractor.
- f. The Court will transfer the file via the secure FTP site to the Contractor.
- g. Contractor will certify the file to be Coding Accuracy Support System

(CASS) and National Change of Address (NCOA) compliant. Any record within the file that has a registered change of address outside of the jurisdiction will be disqualified and a jury postcard packet will not be generated.

- h. A file based on the CASS and NCOA processes will be returned to the Court via FTP, which can be uploaded in the Court's Jury Management System using the JSI arm module, if applicable.

## **2.2 Jury Summons and Notices Postcard Specifications**

- a. Postcard Fold-Over Size: 8.5" x 5.5"
- b. Postcard stock: Postal regulation 100# cover white
- c. Ink Colors: Full Color print with variable information – two (2) sides
- d. Jury Summons Postcard only: Include QR code for Court Website
- e. Perforations:
  - i. The postcard will have a tear off portion with badge that measures 2" wide. This will allow jurors to easily separate the Juror Badge from the remainder of the postcard.
  - ii. The perforation line must be parallel to the height of the postcard, or 5.5" long. The perforation line cannot be parallel to the width of the postcard.
  - iii. The postcard can only support one perforation line.

## **2.3 Traffic / Criminal Notices**

- a. **Traffic/Criminal Notice Packet**
  - i. Base stock of standard template, printed according to the following specifications: Two-sided, with finished paper dimensions of 8.5 X 11" and three folds. The stock must meet the quality and specifications of 24# MOCR bond. Variable data will be printed in black. The data on the back page is static. The courtesy notice will include headers and links printed in color. See example for traffic courtesy notice.
  - ii. The entire document is variable on the front page. "Variable" information (i.e. individual defendant information, directions, maps, telephone number, and instructions unique to a particular Customer) feed into variably programmed templates for different mailer type must be printed in designated areas within the standard format
  - iii. The document reverse is static between different notice types.
  - iv. #10 special double window booklet, 24# WW, 1/c black, gum flap.

**b. Base Notice Stock**

- i. Contractor is required to have the capacity to print and mail approximately 200 traffic and criminal notices within a day, consisting of a one-part folded mailing document that meets all U.S. Postal Service requirements for First Class mail. Each document is variable and must include variable information feeding from an electronic file sent daily. Variable includes the Citation number and variable instructions imprinted on each document, personalized to each individual defendant. The appearance and quality of the document will meet or exceed the quality produced by a laser printer. The mailing document will include a perforated portion across the middle fold of the notice, which allows the defendant to respond to the notice.
- ii. Court anticipates approximately 51,600 notices of varying types, per year. Contractor will print and store sufficient base stock to ensure that an adequate supply is maintained at all times. Court prefers that base stock be printed semi-annually or quarterly. The initial printing of base stock will be no more than a quarterly supply, in case problems are identified with the notices.
- iii. Court may have more than one set of variable information for the notices. Court will provide the sets of variable data, including maps, to Contractor. Court presently requires twelve (12-15) sets of variable information.

**c. Notices Production**

- i. Contractor is required to produce the notices daily as described above and on the day prescribed by the Court, to every defendant noted in the electronic file. The mailing process will utilize all available sorting, coding, bar coding, and bundling operations permitted by the U.S. Postal Service to reduce mailing costs. The mailing process will include the Fast Forward address correction procedure. Contractor will work with Court to facilitate transfer of Fast Forward data back to Court for update into the Traffic Case Management System (TCMS system).
- ii. Contractor is responsible for accessing the Court's secure FTP server to retrieve the data file and leave the courtesy notice image file generated from the data file on the FTP server for the Court's retrieval within 24 hours.
- iii. Contractor is required to establish and maintain a secure FTP site for transfer of data from Court. The FTP site may be commonly shared among other Superior Courts of California, each accessing the site via password. Encryption technology is required, consistent with each of the Court's technology policies. Contractor will provide Court with an alternative means of data transmission for the purposes of disaster recovery.
- iv. Contractor is required to create logic rules based on the fields sent by the court to populate certain texts on the Notices.
- v. Contractor is required to make updates and adjustments to the Notices when a modification to the law, requires a change on the Notices and comply with the Court schedule.

- vi. In some circumstances the vendor is required to include in the Notices a special section for announcements that only are required for a period of time.
- vii. Contractor is required to mail the notices no later than **24 hours** after receipt of a successful transmission of the file from the FTP server. It is Court's expectation that any problems discovered during processing be immediately reported to the Court Project Manager for resolution. Any delay in mailing will be reported to the Court Project Manager.
- viii. Contractor is required to send a report, at least once daily, to Court's Project Manager which contains the number, and types of notices that are being mailed on that particular day.
- ix. Court is responsible for creating and posting a notice creation file from its TCMS system. Contractor will work with Court to identify and agree upon the standard file format based on the capabilities of Court's traffic TCMS system.
- x. Court will create and transmit files separately according to the agreed upon schedule. Court expects to transmit files daily for distribution within 24 hours, however supplemental lists may be required, depending upon Court's additional notice requirements or staffing changes. Court will not be required to batch data files. Contractor will create and maintain a production schedule for the Court.

d. **Vendor Guarantees**

- i. **Security:** To protect individual privacy and traffic database integrity, Contractor will establish data maintenance procedures comparable to the processing and storage of financial transactions.
- ii. **Mailing:** All pieces (100%) must be tracked through production and mailing. All notices that are damaged during manufacturing must be reprocessed and mailed. Contractor may include a unique and discrete code number for quality control purposes; Court must approve the location and look of this unique code. Contractor may not add an additional barcode for quality control purposes.
- iii. **Delivery:** Delivery of all items quoted, either from the vendor's stock, from warehouse stocks, or via manufacturer's shipment is guaranteed. If items are unavailable from vendor's stock, or if the vendor is unable to obtain stock from the manufacturer, it will be the vendor's responsibility to obtain identical items from any other source having that item.

**2.4 Jury Summons and Traffic/Criminal Notices Postage**

- a. Contractor will mail the packets using a postage account funded by the Court. Contractor will request the Court to replenish the account as needed prior to funds running out.
- b. Contractor will provide notice to the Court when funds are low, allowing the Court to load the postage account without any interruptions to the service.
- c. Contractor will provide monthly postal reports with the balance and usage to authorized personnel.

- d. Contractor will be required to provide an ongoing accounting of the postage used and the account balance for a complete postage audit trail.
- e. The mailing process shall take advantage of all available sorting, coding, bar-coding and bundling operations permitted by the U.S. Postal Service to reduce the cost of mailing.
- f. Contractor shall provide the Court with notice of postage rate increases as ordered by the U.S. Postal Service within three (3) business days of published rate increase.

**2.5 Data Security.** To protect the privacy of individuals and the integrity of the juror information database, Contractor will be required to establish data maintenance procedures comparable to the processing and storage of financial transactions. Contractor shall establish data back-up systems and emergency processes related to loss or incapacitation of hardware and software systems and production facilities.

## **2.6 Expectations**

- a. Contractor understands that at any given time the format, design, layout, data information and specifications of the jury summons and notices form may change. Contractor will work with Court staff in configuring a digital version of the revised jury summons and notices to be printed.
- b. Contractor understands the time sensitive requirements of providing their services and the statutory and Court Rules requirements that govern the Jury Summoning process of which they are a part.
- c. Contractor will make all reasonable effort to assist the Court in meeting its mandated jury processes in the event that there are any problems with the normal processing of the jury summons and notices.
- d. Contractor will comply with any requests by the Court for information on their processes and method of operation when needed in response to inquiries on the integrity of the Court's jury summoning process and procedures.

## **2.7 Other Requirements**

- a. Contractor will provide a secure site with online view and approve capabilities, production tracking, mailing reports, and message board.
- b. Customer Service. Contractor will maintain a toll-free number for ordering and customer service inquiries from the Court on Monday through Friday, 8:00 am to 5:00 pm, excluding Court holidays.

**Jury Summons Example:**

**Outside Front:**



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN  
OFFICE OF JURY SERVICES**  
P.O. BOX 4988  
SAN RAFAEL, CA 94913-4988  
Phone: (415) 444-7120  
E-Mail: jury@marin.courts.ca.gov  
Office Hours: 8:00 a.m. to 4:00 p.m.  
Telephone Customer Service Hours 1:00 a.m. to 3:00 p.m.

**YOU ARE HEREBY SUMMONED FOR JURY SERVICE TO  
MARIN SUPERIOR COURT**

**FAILURE TO APPEAR AS SUMMONED IS PUNISHABLE BY A FINDING OF CONTEMPT OF COURT AND/OR A FINE, PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 209.**

Badge Number



Juror Name  
Street Address  
City, State, Zip Code

**Outside Back:**

**Free all-day parking**

There are two parking lots available for your convenience:

- **Peter Behr Drive Lot:** While heading north on Civic Center Drive from North San Pedro Road, immediately turn left onto Peter Behr Drive. Drive up the hill and under the building. Parking is located further down the hill and to the left.
- **Armory Drive Lot:** While heading north on Civic Center Drive from North San Pedro Road, turn right onto Armory drive and continue into the parking area.

**For General Information and FAQs, please visit the court website at <https://www.marin.courts.ca.gov/online-services/jury-services>**

**Dress Code:** SHORTS OR TANK TOPS ARE NOT PERMITTED.

**For prohibited items not allowed on the court floor, please visit the court website at <https://www.marin.courts.ca.gov/online-services/jury-services>**

**Inside Front:**

You are hereby summoned for jury service at Marin Superior Court. You are scheduled to appear on the date and time shown below.

If requesting a postponement, disqualification, hardship, or excusal, please visit the court website: <https://jury.marin.courts.ca.gov/login>

If you do not have internet access, please call (415) 444-7120. For all other inquiries, please email [jury@marin.courts.ca.gov](mailto:jury@marin.courts.ca.gov).

**REPORTING INSTRUCTIONS:**

After 5:00 p.m. on the day before your summons date, please confirm that you are needed for jury duty.

Check the court's website at

<https://jury.marin.courts.ca.gov/login>

enter your ID and PIN OR call (415) 444-7120 to use the automated system.



Scan this barcode to visit the court's website

If your appearance time is 1:00 p.m. call or check on the web at 12:00 p.m. the day of your appearance to confirm that your appearance is still required. In some cases, afternoon appearances may be cancelled by 12 p.m. on the same day.



Badge #

**PLEASE BRING THIS POSTCARD WHEN REPORTING**

**Inside Back:**

**JUROR NAME:**



**JUROR ID:**



**PIN:**



**REPORT TO:**

MARIN COUNTY CIVIC CENTER  
3501 CIVIC CENTER DRIVE, ROOM 244  
SAN RAFAEL, CA 94903

**APPEARANCE DATE:**



**APPEARANCE TIME:**



**BADGE NUMBER:**



COUNTY OF MARIN  
SUPERIOR COURT OF CALIFORNIA

**JUROR BADGE**

FOLD HERE →

**Traffic and Criminal Notices Example**

**Traffic Courtesy Notice Front:**



**Superior Court of California, County of Marin**

3501 Civic Center Drive, Room C-10, P.O. Box 4988, San Rafael, CA 94913  
 Office Hours: Monday-Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. excluding holidays  
[www.marin.courts.ca.gov](http://www.marin.courts.ca.gov) | 415-448-8230

**Courtesy Notice** You have received a ticket for the violation(s) listed below. Please address it by the deadline to avoid additional fees and potential referral to the collection agency. Keep this notice for resolving your ticket.

TO: @DefendantName Court Case #: @CaseNumber  
 @DefendantAddress Court Due Date: @PayAppearDate  
 @City, @State, @ZipCode

TICKET & FINE INFORMATION					
DLN & State	@DI Number @DI State	VIN & State	@LicensePlateNumber @LicensePlateState	Birthdate	N/A
Ticket Number	@CitationNumber	Ticketing Agency	N/A	Ticket Date	@CitationDate
Violation(s): @OffenseCodeSection1 @OffenseCodeDescription1 @OffenseCodeSection2 @OffenseCodeDescription2 @OffenseCodeSection3 @OffenseCodeDescription3					
Is violation eligible for reduced bail by providing proof of correction? If not eligible, please remit the full fine. If eligible, please refer to the "Fix-it Tickets" section on the reverse side of this notice for further instructions. *If eligible for Traffic School, pay the amount due in the T/S section.					@POC @POCAmount
<b>MUST GO TO COURT?</b> @IsMandatoryAppearan		No/ Yes	If yes, go to Court website at <a href="http://www.marin.courts.ca.gov">www.marin.courts.ca.gov</a> to view zoom link information for your court appearance.		
May Pay Ticket <u>instead</u> of Going to Court		Yes if @MandatoryAppearance= "False"			
Eligible for Traffic School? Pay this amount if you are eligible and want to attend Traffic School. The amount includes the traffic school admin fee"		@TVSEligible  @AmountDueTS		<i>Doing Traffic School keeps points off your DMV record. If eligible, pay the amount listed above to enroll in Traffic School.</i>	
Total Fine Due (if not going to Traffic School):		@BailForfeitureAmount			
See reverse side for information about your options. Then fill <u>out</u> below.				<b>PAYMENT OPTIONS</b>	
<input type="checkbox"/> PAY FINE IN FULL <input type="checkbox"/> ENROLL IN TRAFFIC SCHOOL <input type="checkbox"/> REQUEST COURT TO CONSIDER INABILITY TO PAY <input type="checkbox"/> CONTEST TICKET IN COURT (PLEAD NOT GUILTY) - If you want to contest your ticket in court or by mail, you must fill out the grey box below				Check / Money    Marin Superior Court Order    P.O. Box 4988 U.S. Mail    San Rafael, CA 94913-4988  Credit Card        415-448-8230 (Not for Fix-it <a href="http://www.marin.courts.ca.gov">www.marin.courts.ca.gov</a> Tickets)            (plus a fee to pay by credit card)	
				Pay in person at Marin Court Traffic Window – C10	
<input type="checkbox"/> I am not guilty of the violation(s) listed above and ask for a Check one: <input type="checkbox"/> Court Trial (no payment required) <input type="checkbox"/> Trial by Mail (payment required) I understand and agree that my trial will take place after the required 45-day period. Date: _____ Sign: _____ Tel # (day): _____				<b>If you cannot afford to pay the fine, please contact the court before your due date. You can set up a payment plan or request community service in lieu of paying all or part of the fine. See reverse for more information.</b>	

## Traffic Courtesy Notice **Back:**

### Take Care of Your Ticket by the Deadline!

Your options are listed below. You can go to the court's website at [www.marin.courts.ca.gov](http://www.marin.courts.ca.gov) for additional information, or contact the court at (415) 448-8230, or appear in person at the traffic window at 3501 Civil Center Drive, Room C-10, San Rafael, California.

#### Pay the ticket in full by the Court Due Date

This will close your case. Violations will be reported to DMV. This option is **not** available for tickets that say "**Mandatory Appearance**."

You may:

- Send a **check** or **money order** for the **full amount**. Address and payment details on reverse side.
- Pay **in person** at the Marin County Superior Court Traffic Division listed on reverse side.
- The court accepts cash, check, credit and debit cards.
- Pay **online** at [marin.courts.ca.gov/divisions/traffic](http://marin.courts.ca.gov/divisions/traffic). There is a service fee for credit card payments.

#### Request Payment Plan:

You may ask the court for a payment plan.

- Request a pay plan online at [www.marin.courts.ca.gov](http://www.marin.courts.ca.gov)
- Sign installment agreement.
- Pay 10% of the total fine.
- Balance of the fine paid over 12 monthly payments.

Unable to pay your fine:

- [mycitations.courts.ca.gov](http://mycitations.courts.ca.gov)

#### Traffic School

You qualify if:

- You have a valid driver's license, and your ticket is for a *moving* violation,
- You were not driving a commercial vehicle or carrying hazardous material,
- You did not get a ticket in the last 18 months that you did traffic school for, and
- Your ticket was not for excessive speeding (more than 25 miles over the posted speed limit).

To attend traffic school:

- Pay for the ticket plus the traffic school administration fee in full (fine amount plus \$52 fee). This does not include the cost of the traffic school; you will pay them directly.
- Show proof of correction if you received a fix-it ticket.
- Sign up for a DMV--approved traffic school. (See list at <http://www.dmv.ca.gov>).
- Complete traffic school within **90 days**.
- Traffic school may allow you to have the conviction on your ticket held confidential by the DMV. If you are eligible for Traffic School and don't attend, your automobile insurance and driving record may be negatively affected.

#### Fix-it Tickets (Correctible Violations)

After resolving the issue for which you were cited, present the ticket to any law enforcement office for a "Proof of Correction" signature. After obtaining the signature, mail or deliver the signed ticket, this notice and the total fine or fee, to the court at the address provided on the reverse side. Alternatively, you may email your proof of correction to [traffic@marin.courts.ca.gov](mailto:traffic@marin.courts.ca.gov). After your submission is received and processed, the clerk's office will contact you via email and you may make your payment online.

Please note that officers cannot sign off on insurance violations. Proof of insurance for the ticket must be submitted directly to the Court by mail or in person. For additional information on Fix-it Tickets, visit [marin.courts.ca.gov/divisions/traffic](http://marin.courts.ca.gov/divisions/traffic).

#### Contest Your Ticket in Court by Court Due Date

1. If you want to **contest your ticket in court**, check "**Court Trial**" in the grey box on the reverse side, or request via the court website or by phone. The clerk will mail you a notice with a trial date. The ticketing officer will be there. You must appear in court (or via Zoom) on that date for your trial.
2. If you don't want to ask for a court trial at this point, you may **appear in court for Arraignment** by calling the Traffic Clerk on or before your Court Due Date and scheduling a future hearing date for Arraignment.

**Important: if you do not appear for your court trial as scheduled, the court can hold a trial in your absence.**

#### Contest Your Ticket by Mail by Court Due Date

**Trial by Written Declaration.** You and the officer will each mail your sworn, written statement that explains your side.

To do this, you must:

- [marin.courts.ca.gov/divisions/traffic/contest-citation](http://marin.courts.ca.gov/divisions/traffic/contest-citation) or
- Fill out the grey box on the reverse side and return the forms the court sends to you within 30 days.
- Pay the ticket in full (if you prove your case, you will get your money back\*)
- If found guilty and you request traffic school, a \$52 fee (excluding school costs) must be paid by the traffic school completion deadline.

\*Refunds will not include the service fee for payments made by credit card.

Delinquency Notice – Failure to Pay (FTP) **Front:**



<p><b>Superior Court of the State of California</b>  <b>County of Marin</b>          3501 Civic Center Dr, Room C-10 • PO Box 4988          San Rafael, CA 94913-4988          8:00 am - 12:00 pm; 1:00 pm - 4:00 pm • M - F  <b>Traffic (415) 448-8230 • Criminal (415) 4444-7070</b></p>	
<p><b>@DefendantName</b>  <b>@DefendantAddress</b>  <b>@CityStateZip</b>  <b>@NoticePrintDate</b></p>	<p><b>Case Number:</b> <b>@CaseNumber</b>  <b>Citation Number:</b> <b>@CitationNumber</b>  <b>Citation Date:</b> <b>@CitationDate</b>  <b>Driver's License:</b> <b>@DLNumber</b>  <b>License Plate Number:</b> <b>@LicensePlate</b></p>
<p><b>Delinquency Notice</b></p>	

**You have failed to pay as promised.**

You currently owe the Court \$ **@BalanceDuewithTrust**

**You must pay the following amount on or before the due date:**

<b>Due on or before:</b> <b>@FinalNoticeDue Date</b>	<b>Amount due:</b> \$ <b>@BalanceDuewithTrust</b>
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**If you fail to pay** by the date above, the court may impose a civil assessment of up to one hundred dollars (\$100.00) to the amount you owe pursuant to PC1214.1. The court may also refer this case to enhanced court collections.

**If you are unable to pay** the citation, you may qualify for a fine reduction, request a payment plan, or convert your fines to community service. For eligibility, go to [mycitations.courts.ca.gov](http://mycitations.courts.ca.gov) to submit a request.

**Payment Options:**

<b>Online:</b>	At <a href="http://marin.courts.ca.gov">marin.courts.ca.gov</a> and click Pay My Traffic Ticket	<b>En Línea:</b>	En <a href="http://marin.courts.ca.gov">marin.courts.ca.gov</a> y haga clic en Pagar Mi Multa de Tráfico
<b>By Phone:</b>	(415) 448-8230	<b>Por Telefono:</b>	(415) 448-8230

**Make check or money order payable to Marin County Superior Court. Do not mail cash.**

<b>Case Information:</b> <b>@casenumber</b> <b>@DefendantName</b>	<b>Due By:</b> <b>@FinalNoticeDueDate</b>
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Delinquency Notice – Failure to Appear (FTA) **Front:**

<b>Superior Court of the State of California</b> <b>County of Marin</b> <b>Traffic Division</b> 3501 Civic Center Dr. Room C-10 • PO Box 4988 San Rafael, CA 94913-4988 8:00 am - 12:00 pm; 1:00 pm - 4:00 pm • M - F (415) 448-8230	
@DefendantName @DefendantAddress @CityStateZip	Case Number: @CaseNumber Citation Number: @CitationNumber Citation Date: @CitationDate Driver's License: @DLNumber License Plate Number: @LicensePlate
<b>Final Notice – Failure to Appear</b>	

**You have failed to pay or appear in Room C-10 by the due date of your prior notice.**

You currently owe the Court \$ @BalanceDuewithTrust

**You must pay the following amount on or before the due date:**

<b>Due on or before:</b> @FinalNoticeDueDate	<b>Amount Due:</b> \$ @BalanceDuewithCivilAssessment
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If you fail to pay by the date above, a trial by written declaration, pursuant to VC40903, may be held in your absence. The court may impose a civil assessment of up to one hundred dollars (\$100.00) to the amount you owe pursuant to PC1214.1. The court may also refer this case to enhanced court collections.

If you are unable to pay the citation, you may qualify for a fine reduction, request a payment plan, or convert your fines to community service. For eligibility, go to [mycitations.courts.ca.gov](http://mycitations.courts.ca.gov) to submit a request.

**Payment Options:**

<b>Online:</b>	At <a href="http://marin.courts.ca.gov">marin.courts.ca.gov</a> and click 'Pay My Traffic Ticket'	<b>En Línea:</b>	En <a href="http://marin.courts.ca.gov">marin.courts.ca.gov</a> y haga clic en <a href="#">Pagar Mi Multa de Tráfico</a>
<b>By Phone:</b>	(415) 448-8230	<b>Por Teléfono:</b>	(415) 448-8230
<b>Traffic Violator School</b>	Visit <a href="http://marin.courts.ca.gov/traffic">marin.courts.ca.gov/traffic</a> to self-assess whether you are eligible. Pay the full bail amount plus a non-refundable \$52.00 TVS fee. Write your case number on the check, which must be received no later than _____. Traffic violator schools charge an additional fee to enroll. You have 90 days from the date your payment is received to complete TVS. The traffic school will submit proof of completion.		
<b>Plead Not Guilty</b>	If you intend to enter a plea of Not Guilty, indicate that by checking the box below. You and the law enforcement officer will present your evidence to the Court.		
<b>Correctible Violations</b>	For more information, visit <a href="http://marin.courts.ca.gov">marin.courts.ca.gov</a> , click 'Divisions,' then 'Traffic,' then 'FAQs.'		

**Make check or money order payable to Marin County Superior Court. Do not mail cash.**

<b>Case Number:</b> @CaseNumber	<b>Due By:</b> @FinalNoticeDueDate
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@DefendantName  
 @DefendantAddress  
 @CityStateZip

- I wish to pay the total due on this notice. Enclosed is the total bail amount.
- I will attend traffic violator school. I have added the \$52 traffic violator school fee to the total amount due and am enclosing payment. If I was also cited for correctible violation(s), I have enclosed the appropriate proof(s) of correction.
- I intend to enter a plea of Not Guilty and request a Court Trial pursuant to VC40519(a). No payment required.

Failed to Complete Traffic and Criminal Obligation **Front:**

(27 rev 9/28/23) 1

**FINAL NOTICE - OBLIGATION FAILURE**

**Marin County Superior Court**

3501 Civic Center Drive, Room C-10 • P.O. Box 4988  
San Rafael, CA 94913-4988  
8:00 AM - 12:00 PM and 1:00 PM – 4:00 PM • M-F  
Traffic (415) 448-8230 • Criminal 444-7070  
[www.marin.courts.ca.gov](http://www.marin.courts.ca.gov)



Name @DefendantName  
Address @DefendantAddress  
City @CityStateZip  
Date @NoticePrintDate

Case # @CaseNumber  
Citation @CitationNumber  
Citation Date @CitationDate  
DL # @DLNumber  
License Plate # @LicensePlateNbr

**YOU HAVE FAILED TO FULFILL OBLIGATIONS AS PROMISED.**

You must pay \$ @BalanceDuewithTrust to the Court immediately.

**YOU MUST PAY THE FOLLOWING AMOUNT ON OR BEFORE THE DUE DATE:**

DUE ON OR BEFORE: @FinalNoticeDueDate AMOUNT DUE: \$ @BalanceNowDue

IF RECEIVED AFTER: @CivilAssessmentDate AMOUNT DUE: \$ @BalanceDuewithCivil Assessment

This increased amount includes these sanctions and penalties:

- 1) AN ADDITIONAL \$100 AUTHORIZED UNDER § 1214.1 CPC.
- 2) YOU WILL BE REFERRED TO ENHANCED COURT COLLECTIONS.

If you pay by mail, your payment must be received **ON** or **BEFORE** the due date to avoid sanctions and penalties.

Make checks payable to Marin County Superior Court. Do not mail cash.

CASE #: @CaseNumber DUE BY: @FinalNoticeDueDate AMOUNT PAID:

Marin County Superior Court  
P.O. Box 4988  
San Rafael, CA 94913-4988

- Check
- Money Order / Cashier's Check

**PAYING IS EASY! SEE OPTIONS ON REVERSE SIDE.**

**Do not write letters to the Court. You can take care of your citation at [www.marin.courts.ca.gov](http://www.marin.courts.ca.gov).**

You may also call Traffic (415) 448-8230 / Criminal (415) [444-7070](tel:4154447070) or come to Room C-10 in person.

**No escribe cartas al Tribunal.**

**Usted puede arreglar este citatorio en [www.marin.courts.ca.gov](http://www.marin.courts.ca.gov) o también puede llamar al Traffic (415) 448-8230/Criminal (415) 444-7070, o venga en persona a la oficina C-10.**

Failed to Complete Traffic and Criminal Obligation **Back:**

**PAYMENT OPTIONS**

- Online:** Customer Automated Support is provided 24 hours a day, 7 days a week. Please go to our website at [www.marin.courts.ca.gov](http://www.marin.courts.ca.gov) to pay.
- By Telephone:** Marin County Superior Court  
Traffic (415) 448-8230 / Criminal 444-7070 to use our automated system  
Traffic phone hours: Monday – Friday, 5:00 AM – 5:00 PM (PST), and Saturday 5:00 AM - 9:00 AM (PST), excluding Court Holidays
- By Mail:** Marin County Superior Court  
P.O. Box 4988  
San Rafael, CA 94913-4988
- In Person:** Marin County Superior Court  
3501 Civic Center Drive  
Hall of Justice, Room C-10  
San Rafael, CA 94903  
8:00 AM - 4:00 PM, Monday through Friday except for Court Holidays

The Court accepts cash, credit cards (AMEX, MC, VISA), debit cards, personal checks (payable to the Marin County Superior Court), cashier's checks, or money orders.

**INABILITY TO PAY**

If your financial circumstances have changed and you no longer have the ability to fulfill your obligations, please note the options listed below.

**Community Court**

- You may be eligible to participate in Community Court.
- Review information on court's website at: <http://www.marin.courts.ca.gov/traffic/cant-afford-pay-options>

### **3.0 PAYMENT INFORMATION**

- 3.1** The Court will pay invoice based on the number of notices sent on a monthly basis. This invoice shall only be based upon the number of mailers which were successfully produced and mailed, not to include any mailers which were destroyed or deemed unfit for mailing.
- 3.2** The Contractor shall submit one original invoice for payment for services rendered under this Agreement for approval by the Court. The invoice must also specify the Jury Pool date. Contractor will be required to include separate line items for printing and for postage.
- 3.3** The Court will process invoices within forty-five (45) days of receipt and approval by the Court's Project Manager. All invoices must reference the Contractor's purchase order number which will be provided by the Court.
- 3.4** Invoices must be submitted to the Court Accounts Payable at [ap@marin.courts.ca.gov](mailto:ap@marin.courts.ca.gov), with a copy to the Project Manager's email.
- 3.5** Court will not pay or reimburse the Contractor, or their employees, for travel, or any other related, expenses that are required as part of the Scope of Work.
- 3.6** Any requests made outside of the contract scope of work will be considered a separate purchase order outside of the contract purchase order and will be processed on a separate purchase order.
- 3.7** Contractor must provide written notice to the Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.
- 3.8** Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 3.9** Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of tasks as provided for in the agreement between the Court and the selected Service Provider.

#### **4.0 SUBMISSION OF PROPOSALS**

- 4.1** The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted via Zoom or by phone. The Court will notify eligible Prospective Bidders regarding interview arrangements.
- 4.2** Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 4.3** The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion by the date and time listed on the coversheet of this RFP.
- a. The proposals must be emailed to [pbids@marin.courts.ca.gov](mailto:pbids@marin.courts.ca.gov). The subject line of the email must include the RFP title and number.
  - b. The proposal must be signed by an authorized representative of the Prospective Bidder.
- 4.4** Late proposals will not be accepted.

#### **5.0 QUESTIONS**

- 5.1** Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Form, provided in Attachment 11. Requests shall be submitted via email to [pbids@marin.courts.ca.gov](mailto:pbids@marin.courts.ca.gov) no later than the date specified in the RFP timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address.
- 5.2** The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Form.

#### **6.0 PROPOSAL CONTENTS**

The Prospective Bidder should refer to the RFP Checklist (Attachment 15) for a list of required documents and attachments to be included with your submission of the proposal contents below.

**6.1** Technical Proposal. The following information must be included as part of the technical proposal (Attachment 13). A proposal lacking any of the following information may be deemed non-responsive.

- a. The Prospective Bidder's name, address, telephone and fax numbers, and federal tax identification number.

Note: If the Prospective Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

- b. Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder's designated representative for purposes of this RFP.
- c. The Prospective Bidder will provide a detailed response to each item in the technical proposal questionnaire. Any incomplete technical proposal lacking a detailed response to any of the items may be deemed non-responsive.
- d. Acceptance of the Terms and Conditions.
  - i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

- ii. If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Terms and Conditions (Attachment 2) that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

Note: A material exception to a Minimum Term will render a proposal non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.

- e. Certifications, Attachments, and other requirements.
  - i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - ii. The Prospective Bidder must complete the Payee Data Record Form (Attachment 5) and submit the completed form with its proposal.
  - iii. The Prospective Bidder must complete the Iran Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.

- iv. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.
- v. The Prospective Bidder must complete the Bidder Declaration, DVBE Incentive (Attachment 8), if applicable, and submit the completed form with its proposal.
- vi. The Prospective Bidder must complete the DVBE Declaration (Attachment 9), if applicable, and submit the completed form with its proposal.
- vii. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 10) and submit the completed certification with its proposal.
- viii. The Prospective Bidder must complete the Reference Check Form (Attachment 12) by providing names, addresses, and telephone numbers of a minimum of three (3) clients for whom they have conducted similar services. The Court may check references listed by the Prospective Bidder.
- ix. The Prospective Bidder must complete the Technical Proposal Template (Attachment 13) and submit the completed form with its proposal.
- x. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- xi. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- xii. Proof of financial solvency or stability (e.g., balance sheets and income statements).

**6.2** Cost Proposal. The following information must be included in the cost proposal (Attachment 14). A proposal lacking any of the following information may be deemed non-responsive.

- a. An all-inclusive total cost per unit per year for every year of the contract term

- b. A full explanation of the budget methodology used
- c. A comprehensive pricing sheet for Other Services provided
- d. Detailed justification for any price increase in the proposed budget for the contract term

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

## **7.0 OFFER PERIOD**

A Prospective Bidder's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

## **8.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

**8.1** Evaluation Committee. The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors 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 Contractor.

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

**8.3** Evaluation Criteria. The Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.marin.courts.ca.gov/general-information/purchasing-information-bid-procedures>

CRITERION	MAXIMUM NUMBER OF POINTS
Experience and Qualifications (Attachment 12 and Attachment 13)	20
Cost (Attachment 14)	50
Technical Proposal (Attachment 13)	25
Acceptance of the Terms and Conditions (Attachment 3)	5
<b>TOTAL POINTS</b> (not including DVBE Incentive)	<b>100</b>
DVBE Incentive – If the Prospective Bidder qualifies as a DVBE and is entitled to the DVBE incentive, as described in section 11.0., the DVBE incentive will be added. (Attachments 8 and 9)	5

Although some factors may be weighted more than others, all are considered necessary, and a proposal 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 proposal whose price is outside the competitive range.

## 9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. **Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

## 10.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for an application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court's sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder's proposal. The number of points that will be added is specified in Section 10.5 above.

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, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Prospective bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder Declaration (Attachment 8). Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Prospective Bidder must submit with its proposal a DVBE Declaration (Attachment 9) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required is Prospective Bidder 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 Prospective Bidder 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 Prospective Bidder not receiving the DVBE incentive.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be Required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal 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 MVC 999.9.**

## 11.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Marin Finance  
Department  
Attention: Protest Hearing Officer  
RFP 252601  
3501 Civic Center Drive, Room 116  
San Rafael, CA 94903

The deadline to submit an Award Protest is five (5) business days after the Court posts the Intent to Award. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Award Protests will not be accepted.

Superior Court of California, County of Marin Finance  
and Facilities Division  
Attention: Protest Hearing Officer  
RFP: 252601  
3501 Civic Center Drive, Room 116  
San Rafael, CA 94903

**ATTACHMENT 1  
ADMINISTRATIVE RULES GOVERNING RFPS  
(NON-IT SERVICES)**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY ( “COURT”)  
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Prospective Bidders must send any communications regarding the RFP to [pbids@marin.courts.ca.gov](mailto:pbids@marin.courts.ca.gov) (the “Solicitations Mailbox”). Prospective Bidders must include the RFP Number in subject line of any communication.

**2. QUESTIONS REGARDING THE RFP**

Prospective Bidders interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Prospective Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If the Prospective Bidder is requesting a change, the request must set forth the recommended change and the Prospective Bidder’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court’s responses will be made available prior to the proposal due date and time.

**3. ERRORS IN THE RFP**

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Prospective Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Prospective Bidder must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Prospective Bidder fails to notify the Court of an error in the RFP known to the Prospective Bidder, or an error that reasonably should have been known to the Prospective Bidder, before the proposal due date and time listed in the timeline of the RFP, the Prospective Bidder shall propose at its own risk. Furthermore, if the Prospective Bidder is awarded the agreement, the Prospective Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

**4. ADDENDA**

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Prospective Bidder's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Prospective Bidder determines that an addendum unnecessarily restricts its ability to propose, the Prospective Bidder shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

**5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

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

**6. ERRORS IN THE PROPOSAL**

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Prospective Bidder (if selected for the award of the agreement), the Prospective Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

**7. RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Prospective Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with

individual Prospective Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Prospective Bidder.

- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Prospective Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Prospective Bidder's proposal.

## **8. EVALUATION PROCESS**

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a Prospective Bidder's representative to answer questions with regard to the Prospective Bidder's proposal. Failure of a Prospective Bidder to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. 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 Prospective Bidders, who may attend the coin toss at their own expense.

## **9. DISPOSITION OF MATERIALS**

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

## **10. PAYMENT**

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE Court DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Prospective Bidder. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the

project and the payment schedule provided in the agreement between the Court and the selected Prospective Bidder.

## **11. AWARD AND EXECUTION OF AGREEMENT**

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Prospective Bidder submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Prospective Bidder submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Prospective Bidder may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Prospective Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Prospective Bidder's own risk.

## **12. FAILURE TO EXECUTE THE AGREEMENT**

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Prospective Bidder refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Prospective Bidder.

## **13. NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

## **14. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the Court, the Prospective Bidder offers and agrees that if the proposal is accepted, the Prospective Bidder will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or

services by the Prospective Bidder for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Prospective Bidder. (See Government Code section 4552.)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Prospective Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Prospective Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Prospective Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

**15. AMERICANS WITH DISABILITIES ACT**

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Prospective Bidders should be directed to the Court Executive Officer.

**ATTACHMENT 2 – COURT STANDARD TERMS AND CONDITIONS**

**RFP NO. 252601**

**STANDARD AGREEMENT** rev Jan. 2022

AGREEMENT NUMBER

**[TBD]**

1. In this agreement (“Agreement”), the term “Contractor” refers to **[TBD]**, and the term “Court” refers to the **Superior Court of California, County of Marin**
2. This Agreement is effective as of **[TBD]** (“Effective Date”) and expires on **[TBD]** (“Expiration Date”).
3. The maximum amount the Court may pay Contractor under this Agreement is \$**[TBD]** (the “Contract Amount”).
4. The purpose or title of this Agreement is: **[REDACTED]**.

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Goods and Services

Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

Appendix E – Unruh Civil Rights Act and FEHA Certification **[Only when entering into or renewing a contract \$100,000 or more]**

**SIGNATURE BLOCK WILL BE ADDED AT THE TIME THE CONTRACT IS FINALIZED**


## APPENDIX A

### Goods and Services

#### SAMPLE

#### 1. Background and Purpose.

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

#### 2. Goods

**2.1 Description of Goods.** The Court shall purchase from Contractor, and Contractor shall sell to the Court the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances:

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**2.2 Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the Court at [\_\_\_\_\_]. Title to the Goods vests in the Court upon payment of the applicable purchase price.

**2.3 Inspection and acceptance criteria.**

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**2.4 Goods Warranties.** Contractor warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design. The Court’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

#### 3. Services.

**3.1 Description of Services.** Contractor shall perform the following services (“Services”):

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**3.2 Description of Deliverables.** Contractor shall deliver to the Court the following work products (“Deliverables”):

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**3.3 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the Court may reject the applicable Services or Deliverables. The Court may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**3.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:

- TO BE COMPLETED AT TIME OF CONTRACT AWARD

**3.5 Project Managers.** The Court’s project manager is: [xxxxx] at [phone] or [email]. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: [xxxxx] at [phone] or [email]. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

**3.6 Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and

professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Court's acceptance of such Deliverable and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.

- 3.7 Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 3.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 3.9 Stop Work Orders.**
- A.** The Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
- B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C.** The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
- 4. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the Court. The Court may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). If the Court rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Court within ten (10) business days after the Court's rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Good, Service, or Deliverable. The Court may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Court if the Court rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1  
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: \_\_\_\_\_

**Date submitted to the Court:** \_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Complete:  yes  no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate:  yes  no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF ATTACHMENT

## APPENDIX B

### Payment Provisions

#### SAMPLE

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the Court has accepted:
  - TO BE COMPLETED AT TIME OF CONTRACT AWARD
3. **Compensation for Services.**
  - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the Court has accepted:
    - TO BE COMPLETED AT TIME OF CONTRACT AWARD
  - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (15%) of each such payment until the Court accepts the final Deliverable. NOTE COURT MUST DECIDE IF THIS PROVISION IS APPLICABLE. IF IT IS, REMOVE THIS NOTE AND HIGHLIGHT. IF IT IS NOT APPLICABLE, DELETE THIS PROVISION.
  - 3.3 **No Advance Payment.** The Court will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
  - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - TO BE COMPLETED AT TIME OF CONTRACT AWARD
  - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the Court, and (ii) all travel expenses are limited to the maximum amounts set forth in the Court's travel expense policy.
  - 4.3 **Expense Limit.** Contractor shall not invoice the Court, and the Court has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$[TBD] for the Initial Term and \$[TBD] for the Option Term. NOTE: DELETE IF NOT APPLICABLE
  - 4.4 **Required Certification.** Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
5. **Invoicing and Payment**
  - 5.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor shall provide invoices with the level of detail and supporting documentation reasonably requested by the Court. All invoices will be sent to the address listed below. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.

Superior Court of California, County of  
Marin Attn: Accounts Payable  
3501 Civic Center Drive, Rm 116  
San Rafael, CA 94903

- 5.2 Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.
- Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.
- 5.4 Availability of Funds.** The Court's obligation to compensate Contractor and Contractor's obligation to continue performing the Work is subject to the availability of funds. The Court shall notify Contractor immediately if funds become unavailable or limited and in the event funds are unavailable, Contractor shall not be obligated to continue to perform the Work.
- 6. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court. **NOTE: DELETE IF THIS IS NOT APPLICABLE.**

#### 2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- 3. Insurance NOTE: ADD ANY ADDITIONAL PROVISIONS AS MAY BE REQUIRED.**
- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court’s discretion and Contractor’s expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. Workers Compensation and Employer’s Liability.** The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
  - E. Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the Court’s funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$[Dollar amount]. NOTE: DELETE IF NOT APPLICABLE. IF IT IS

APPLICABLE, ENTER AN ACCEPTABLE AMOUNT THAT IS RELATED TO THE VALUE OF THE PROPERTY AT RISK.

- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Court in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Court.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party,

without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## 7. Termination

- 7.1 **Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 **Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 **Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

## 7.5 Rights and Remedies of the Court.

- A. **Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

- B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court’s termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court’s termination Notice.

7.6 **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. **Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
Email: _____	Email: _____
<b>OR</b>	<b>AND</b>
[name, title, address]	Superior Court of Marin County Attention: Court Executive Officer 3501 Civic Center Drive, Room 116 San Rafael, CA 94903
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. **Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

10.1 **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

- 10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Court.

- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the Court a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the Court. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the Court will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The Court shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the Court shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part

of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm’s offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor’s invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. “Four-Digit Date Compliant” deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran

service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in

whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.

- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX D

### Defined Terms

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

“**Agreement**” is defined on the Coversheet.

“**Contractor**” is defined on the Coversheet.

“**Confidential Information**” means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“**Consulting Services**” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“**Contract Amount**” is defined on the Coversheet.

“**Coversheet**” refers to the first page of this Agreement.

“**Deliverables**” is defined in Appendix A.

“**Effective Date**” is defined on the Coversheet.

“**Expiration Date**” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“**Goods**” is defined in Appendix A.

“**Initial Term**” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“**Court**” is defined on the Coversheet.

“**Judicial Branch Entity**” or “**Judicial Branch Entities**” means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

“**Notice**” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

“**Option Term**” means a period, if any, through which this Agreement may be or has been extended by the Court.

“**PCC**” refers to the California Public Contract Code.

“**Services**” is defined in Appendix A.

“**Stop Work Order**” is defined in Appendix B.

“**Term**” comprises the Initial Term and any Option Terms.

APPENDIX E

**UNRUH CIVIL RIGHTS ACT AND  
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

<i>Contractor 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>	

**ATTACHMENT 3**  
**BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

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

***OR***

2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

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

**ATTACHMENT 4  
GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Bidder that does not indicate acceptance of these clauses.

**Conflict of Interest.** Bidder has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

**Suspension or Debarment.** Bidder certifies that neither Bidder nor any of Bidder’s intended subcontractors is on the California Department of General Services’ 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.

**Tax Delinquency.** Bidder certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.

**Conflict Minerals.** Bidder certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Bidder would provide to the Court are not related to products or services that are the reason the Bidder must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

Check box to indicate acceptance of the clauses above.

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

# PAYEE DATA RECORD

Required in lieu of IRS W-9 form when receiving payments from  
the Judicial Council of California (JCC) on behalf of the Superior Courts of California  
Revised 09/15/2025

## 1 Instructions

See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, and date. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). Return this form to your court representative who will forward it to the Judicial Council of California.

## SECTIONS 2 THRU 5 – VENDOR COMPLETE

## 2 Legal Name

**PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN**

**BUSINESS NAME - IF DIFFERENT FROM ABOVE**

**E-MAIL ADDRESS**

**REMITTANCE MAILING ADDRESS**

**CITY, STATE, ZIP CODE**

**PHONE NUMBER**

## 3 Payee Entity Type Complete One Box Only

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> PARTNERSHIP                | <input type="checkbox"/> CORPORATION           | <input type="checkbox"/> EXEMPT (NON-PROFIT)                |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY  | <input type="checkbox"/> CORPORATION – LEGAL   | <input type="checkbox"/> GOVERNMENT (FEDERAL, STATE, LOCAL) |
| <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR | <input type="checkbox"/> CORPORATION – MEDICAL | <input type="checkbox"/> ESTATE OR TRUST                    |

**ENTER SOCIAL SECURITY NUMBER (SSN)**

*Note: If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. For trial court employee vendor number, the SSN is not required*

**NOTE:**  
A taxpayer  
identification number  
is required

## 4 Resident Status check the appropriate box

- California Resident - Qualified to do business in California or maintains place of business
- California Nonresident (see page 2) – Payment(s) to non-resident for services may be subject to State Income Tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of State Withholding attached

## 5 Certification

**NOTE:**  
See instructions on  
page 2

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person, as defined by the IRS.

**I hereby certify under the penalty of perjury that the information provided on this document is true and correct.  
Should my information change, I will promptly notify the JCC at the address listed in Section 1.**

## Vendor Contact Information and Signature

**VENDOR REPRESENTATIVE'S NAME (Type or Print)**

**TITLE**

**E-MAIL**

**AUTHORIZED VENDOR SIGNATURE**

**DATE**

**TELEPHONE**

## SECTION 6 – COURT COMPLETE

## 6 Vendor Category

**Please choose from the JCC Vendor Category below**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ARBITRATOR          | <input type="checkbox"/> COURT REPORTER         | RETIREE – <i>(SELECT TYPE BELOW)</i>                |
| <input type="checkbox"/> BENEFIT PROVIDER    | <input type="checkbox"/> DECEASED FINAL PAYMENT | <input type="checkbox"/> MEDICAL PREMIUM REIMB      |
| <input type="checkbox"/> CONTRACTOR          | <input type="checkbox"/> EMPLOYEE               | <input type="checkbox"/> IN LIEU OF MEDICAL PREMIUM |
| <input type="checkbox"/> COURT APPT. COUNSEL | <input type="checkbox"/> GARNISHMENT TRUSTEE    | <input type="checkbox"/> PENSION REPLACEMENT        |
| <input type="checkbox"/> COURT INTERPRETER   | <input type="checkbox"/> GRAND JURY             |   |
| <input type="checkbox"/> MEDIATOR            | <input type="checkbox"/> SETTLEMENT/ AWARDS     |   |
| <input type="checkbox"/> RENT                | <input type="checkbox"/> VOLUNTEER              |   |

## Court Contact

**COURT CONTACT NAME**

**PHONE NUMBER**

**EMAIL**

**Requirement to Complete Payee Data Record**

*A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.*

**SECTIONS 2 THRU 5 – VENDOR COMPLETE**

<b>2</b>	<p>Enter the payee’s legal name. Sole proprietorships must also include the owner’s full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or non-resident?</b></p> <p>A corporation will be defined as a “resident” if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term “resident” includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268 Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website <a href="http://www.irs.gov/businesses/international/index.html">http://www.irs.gov/businesses/international/index.html</a> for additional information.</p>

**SECTION 6 – COURT COMPLETE**

<b>6</b>	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. <b>Not including court contact information may delay processing the request.</b></p>
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**Privacy Statement:** Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

## ATTACHMENT 6

### IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

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

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

***OR***

2. We have received written permission from the Court to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the Court is included with our proposal.*

#### **CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below, certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. 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>	

**ATTACHMENT 7**

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

**CERTIFICATIONS:**

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the bidder/vendor to certifications made in this document.

<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>	

## ATTACHMENT 8

### BIDDER DECLARATION

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the "Bidder Declaration Instructions" prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

#### SECTION I. COMPLETE IF PROPOSER IS A DVBE

*If Bidder is not a DVBE, skip this section.*

1. DGS Supplier ID number: \_\_\_\_\_
2. DVBE Certification active from \_\_\_\_\_ to \_\_\_\_\_
3. Will Bidder subcontract any portion of the contract work to subcontractors? \_\_\_\_\_

If yes:

- A. State the percentage of the contract work Bidder will subcontract: \_\_\_\_\_
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

#### SECTION II. COMPLETE IF PROPOSER HAS A DVBE BUSINESS UTILIZATION PLAN

*Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.*

1. Date BUP was approved by DGS: \_\_\_\_\_
2. Date through which BUP is valid: \_\_\_\_\_

3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

**SECTION III. COMPLETE IF PROPOSER WILL USE DVBE SUBCONTRACTORS**

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: \_\_\_\_\_

*If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.*

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: \_\_\_\_\_
2. DVBE Subcontractor contact person: \_\_\_\_\_
3. DVBE Subcontractor address: \_\_\_\_\_
4. DVBE Subcontractor phone number: \_\_\_\_\_
5. DVBE Subcontractor email: \_\_\_\_\_
6. DVBE Subcontractor’s DGS Supplier ID number: \_\_\_\_\_
7. DVBE Subcontractor DVBE Certification active from \_\_\_\_\_ to \_\_\_\_\_.
8. Bidder must submit a copy of the DVBE Subcontractor’s DVBE certification approval letter along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

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10. Explain how the DVBE Subcontractor is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”)

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11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: \_\_\_\_\_%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

**SECTION IV. CERTIFICATION**

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Tax ID Number</i>
<i>Address</i>		<i>Telephone 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</i> <i>State of _____</i>	

## BIDDER DECLARATION INSTRUCTIONS

### General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

### Instructions for Section I

*Skip this section if Bidder is not itself a DVBE.*

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.  
**Subpart A:** This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ( $35,000 \div 125,000 = 0.28$ ;  $0.28 \times 100 = 28$ ).  
**Subpart B:** Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.  
**Subpart C:** Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

## Instructions for Section II

*Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.*

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

## Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at:  
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ( $6600 \div 75000 = 0.088$ ;  $0.088 \times 100 = 8.8$ ).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

## Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (Authorized Signature)." Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

**ATTACHMENT 9**

**DVBE DECLARATION**

**SECTION 1. MUST BE COMPLETED BY ALL DVBEs**

Disabled Veteran Business Enterprise (DVBE) name: \_\_\_\_\_

DGS Supplier ID number: \_\_\_\_\_

**SECTION 2. MUST BE COMPLETED BY ALL DVBEs**

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional sheets if more than one principal)*  
Principal Name: \_\_\_\_\_ Principal Phone: \_\_\_\_\_  
Principal Address: \_\_\_\_\_

**Disabled veteran owners and managers of the DVBE:** *(attach additional sheets if necessary)*

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

**SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS**

*Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.*

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

**Disabled veteran owners of the DVBE:** *(attach additional sheets if necessary)*

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

**Disabled veteran managers of the DVBE:** *(attach additional sheets if necessary)*

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
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*Signature of DV manager*

## **DVBE DECLARATION INSTRUCTIONS**

### **General Instructions**

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

### **Instructions for Section 1**

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at:  
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

### **Instructions for Section 2**

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a Court], unless one or more of the disabled veteran owners has at least 51-percent ownership of

the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

### **Instructions for Section 3**

*The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.*

*If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.*

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number, address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

**ATTACHMENT 10**  
**DARFUR CONTRACTING ACT CERTIFICATION**

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

To submit a proposal to the Court, the bidder 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 Court to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court 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 bidder 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</i> <i>State of _____</i>

**ATTACHMENT 11**

**Form for Vendor Question Submission**

<b>Q #</b>	<b>Questions</b>	<b>RFP Reference (Document &amp; Page-Section-Item)</b>	<b>Answers</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



Superior Court of California, County of Marin  
Accounting Division, 252601  
3501 Civic Center Drive, Room 116  
San Rafael, CA 94903

## Attachment 12 - Reference Check Form

Reference One	
Company Name	
Company Address	
Company Point of Contact	Point of Contact Phone Number
Number of Years Worked with Company	Size of Company
<input type="checkbox"/> Yes <input type="checkbox"/> No Public Service Entity	
Brief Description of Service:	

Reference Two	
Company Name	
Company Address	
Company Point of Contact	Point of Contact Phone Number
Number of Years Worked with Company	Size of Company
<input type="checkbox"/> Yes <input type="checkbox"/> No Public Service Entity	
Brief Description of Service:	

Reference Three	
Company Name	
Company Address	
Company Point of Contact	Point of Contact Phone Number
Number of Years Worked with Company	Size of Company
<input type="checkbox"/> Yes <input type="checkbox"/> No Public Service Entity	
Brief Description on Service:	

## ATTACHMENT 13 TECHNICAL PROPOSAL

**Instructions:** Please complete all sections of this template.

<b>Prospective Bidder's Basic Information</b>	
<b>Prospective Bidder's Name:</b> (As shown on most recent W-9)	
<b>Business Address:</b> (Include mailing address if different)	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	
<b>Federal Tax Identification Number:</b> Note: if the Prospective Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.	

<b>Prospective Bidder's Designated Representative</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	

## **Questionnaire**

**Instructions:** Please provide a detailed response to the items below. Any incomplete technical proposal lacking a detailed response may be deemed non-responsive. **Please attach a separate sheet with your responses.**

1. Please describe the procedures that you have in place in order to deliver high quality customer service and problem resolution.
2. Please describe your procedure for problem resolution, and do you have an escalation process? Please identify a point of contact for problem resolution and escalation process.
3. Please describe the initial set up process and timeline. If awarded the Contract, how soon will your organization be able to offer Services?
4. Please describe any training required (initial and ongoing).
5. Please describe your process to handle back ordered or out-of-stock products.
6. Please describe how your team handles the required printing and mailing turnaround time of two (2) business days from receipt of the file transfer from the Court.
7. Please describe the software and computer systems that will be used to provide services under this RFP, including purchased and leased software as well as systems developed or modified in-house.
8. Please describe what security measures your organization uses to protect sensitive information. (i.e. The Court's perspective juror information.)
9. Please describe the reports that will be available to the Court, including 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.
10. Please describe your organization's approach to correct and manage any deficiencies identified by the Court in the performance of any task.
11. Please describe how quickly you will be able to respond, if emergency services are requested.





## Attachment 15 Checklist



**Superior Court of California COUNTY OF MARIN**  
Finance Department, Marin Civic Center 3501  
Civic Center Drive, San Rafael, CA 94903

### **Submission of Proposal (RFP Section 4.0)**

Proposals must be submitted in two separate emails, the Technical Proposal and the Cost Proposal. The Court will not accept proposals that are hand delivered or delivered by a carrier or mail service provider.

Proposals must be emailed to [pbids@marin.courts.ca.gov](mailto:pbids@marin.courts.ca.gov) and received no later than the RFP deadline of **March 9, 2026, by no later than 2:00 p.m.** pacific time.

### **Required Documents – Technical Proposal Contents (RFP Section 6.1)**

- Acceptance of the Terms and Conditions (Attachment 3)
- General Certifications Form (Attachment 4)
- Payee Data Record Form (Attachment 5)
- Iran Contracting Act Certification (Attachment 6)
- Unruh Civil Rights Act (Attachment 7)
- Bidder Declaration, DVBE Incentive (if applicable, Attachment 8)
- DVBE Declaration (If applicable, Attachment 9)
- Darfur Contracting Act Certification (Attachment 10)
- Reference Check Form (Attachment 12)
- Technical Proposal Template (Attachment 13)
- Certifications, Attachments and Other Requirements (ref. section 6.1 e)
  - California Certificate of Good Standing
  - Current business licenses, professional certifications, or other credentials
  - Proof of financial solvency or stability

### **Required Documents – Cost Proposal Contents (RFP Section 6.2)**

- Cost Proposal Template (Attachment 14)