REQUEST FOR PROPOSALS

ALAMEDA SUPERIOR COURT

REGARDING:

Printing & Mailing of Traffic Notices

SC 016/058

PROPOSALS DUE:

JUNE 27, 2016 NO LATER THAN 3:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 The Superior Court of California, County of Alameda is issuing this Request for Proposal to obtain a vendor for the printing and mailing of various types of traffic notices. In the last calendar year the Court mailed 205,000 traffic notices to traffic violators for various types of infractions that are mailed on an almost daily basis. The Court has eleven (11) types of notices that are mailed to traffic violators. They include:

- *Adult Courtesy Notice*
- *Adult Delinquency Notice**
- *Adult Mandatory Courtesy Notice*
- *Adult Mandatory Appearance Delinquency Notice**
- *Juvenile Courtesy Notice*
- *Juvenile Delinquency Notice**
- *Juvenile Mandatory Courtesy Notice*
- *Juvenile Mandatory Appearance Delinquency Notice**
- *Failure to Pay Notice*
- *Adult Failure to Comply Notice**
- *Juvenile Failure to Comply Notice**

*** Samples have been provided as Attachment 9**

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in printing and mailing operations.

A. <u>Traffic Notice Packet</u>

1. Base stock of standard template, printed according to the following specifications: Two-sided with finished paper dimensions of 8 ½ X 14" with three folds and indicated perforations. The stock must meet the quality and specifications of 24# MOCR bond. Variable prints in black and highlight color on both sides. Both sides are variable.

2. The entire document is variable front and back. "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.

3. The document reverse is variable between different notice types.

4. One #9 return reply envelope, 24# WW with Black Ink.

5. Outside #10 standard window envelope, 24# WW with Black Ink.

B. Base Notice Stock

1. Contractor is required to print and mail approximately 800 traffic notices and 100 delinquency notices per 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.

2. Court anticipates approximately 205,000 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.

3. 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) sets of variable information.

C. Notices Production

1. Contractor is required to produce the notices daily as described above and on the day prescribed by 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 TCMS system.

2. 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.

3. 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.

4. 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.

5. 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. Should there be less than 100 notices on any given day Contractor will notify Court's Project Manager that the file will be consolidated with the next day's file for processing.

5. Court is responsible for creating and posting a notice creation file from its TCMS system. Contractor will work with Curt to identify and agree upon the standard file format based on the capabilities of Court's traffic TCMS system. 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

1. Security: To protect individual privacy and traffic database integrity, Contractor will establish data maintenance procedures comparable to the processing and storage of financial transactions.

2. Mailing: All pieces (100%) must be tracked through production and mailing. Al 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.

3. 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 form any other source having that item.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	June 1, 2016
Deadline for questions	June 8, 2016, 5:00PM

EVENT	DATE
Questions and answers posted	June 13, 2016
Latest date and time proposal may be submitted	**June 27, 2016, No later than 3:00PM**
Anticipated interview dates (*estimate only*)	Week of July 4, 2016
Evaluation of proposals	July 11, 2016
Notice of Intent to Award	July 13, 2016
Negotiations and execution of contract (*estimate only*)	July 18, 2016
Contract start date	August 1, 2016
Contract end date	June 30, 2021

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a Court Standard Form agreement containing these terms and conditions] (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Bidder Declaration	This form is required and should be submitted if vendor is claiming DVBE incentive.
Attachment 8: DVBE Declaration	This form is required and must be submitted if vendor is claiming DVBE preference.
Attachment 9: Sample Notices	Sample notices, six different types provided

5.0 PAYMENT INFORMATION

- Court will pay invoice based on number of notices sent on a monthly basis;
- Travel expenses will not be reimbursed by the Court;
- Price for additional service will be negotiated with awarded vendor prior to the issuance of a Contract.

6.0 SUBMISSIONS OF PROPOSALS

6.1 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.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original and four (4) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and four (4) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Ashley Hernandez
Fiscal Services Specialist

1221 Oak Street, Room 15
Oakland, CA 94612

6.4 Late proposals will not be accepted.

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

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer 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 Proposer's designated representative for purposes of this RFP.

c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.

e. Proposed method to complete the work.

i. Vendor shall provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following:

- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Communication process with the Court
- Training (initial and ongoing)
- Time Schedule
- Program Evaluation

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

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

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

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

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

f. Acceptance of the Terms and Conditions.

i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer 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 Proposer <u>must</u> also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

g. Certifications, Attachments, and other requirements.

i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

iii. 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.

iv. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.

v. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Proposal. The following information must be included in the cost proposal.

i. A detailed line item budget showing total cost of the proposed services.

ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."

iii. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

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.

8.0 OFFER PERIOD

A Proposer'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.

9.0 EVALUATION OF PROPOSALS

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

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 http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	**25**
Experience on similar assignments	**10**
Cost	**30**
Credentials of staff to be assigned to the project	**10**
Acceptance of the Terms and Conditions	**10**
Ability to meet timing requirements to complete the project	**12**
DVBE Preference	**3**

10.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 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 Proposer 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 Proposer 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. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 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 and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 9.0 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, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE**: The DVBE Declaration is not required if Proposer 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 Proposer 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 Proposer not receiving the DVBE incentive.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer 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 MISREPREPRETATION 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.

13.0 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*). Failure of a Proposer 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:

Chad Finke
Court Executive Officer
1225 Fallon Street, Room 209
Oakland, CA 94612

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

1. COMMUNICATIONS WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA ("COURT") REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to bidquestions@alameda.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers 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; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer'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 Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer 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 Proposer fails to notify the Court of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer 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 Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.

B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer 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 Proposer 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 Proposer. The Proposer 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 Proposer (if selected for the award of the agreement), the Proposer 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 Proposer 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 Proposers 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 Proposer.

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. Proposers 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 Proposer'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 Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

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 Proposers, 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 Proposer 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 Proposer. 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 Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer 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 Proposer 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 Proposer may delay execution of a contract.

D. Upon award of the agreement, the agreement shall be signed by the Proposer 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 Proposer'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 Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

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 Proposer offers and agrees that if the proposal is accepted, the Proposer 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 Proposer 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 Proposer. (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 Proposer 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 Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer 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 Proposers should be directed to the Court Executive Officer.

ATTACHMENT 2

General Terms and Conditions

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.

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

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 $500,000.

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, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice 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:**
[name, title, address] With a copy to:	[name, title, address] With a copy to:

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, and Gender 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, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

    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, 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 within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

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.

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 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 Proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer 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. Proposer certifies that neither Proposer nor any of Proposer'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. Proposer 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.

☐ Check box to indicate acceptance of the clauses above.

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

ATTACHMENT 5
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 bid.

To submit a bid to the Court, you must 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.

☐ 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 bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

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.

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

ATTACHMENT 6
PAYEE DATA RECORD

PAYEE DATA RECORD (in lieu of IRS W-9)

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

1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. 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). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address: Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

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	**BUSINESS ADDRESS (if different from remittance mailing address)**
	CITY, STATE, ZIP CODE ,	**CITY, STATE, ZIP CODE** ,
	PHONE NUMBER	**FACSIMILE NUMBER**

3 Payee Entity Type

Complete One Box Only

NOTE
A taxpayer identification number is required

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _ _ _

- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ EXEMPT (NON-PROFIT)
- ☐ LIMITED LIABILITY COMPANY
- ☐ CORPORATION – LEGAL
- ☐ GOVERNMENT
- ☐ CORPORATION – MEDICAL
- ☐ OTHER –
- ☐ ESTATE OR TRUST

☐ INDIVIDUAL/SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER (SSN) _ _ _ - _ _ - _ _ _ _

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. An employee vendor is not required to provide a SSN.

4 Resident Status
check the appropriate box

- ☐ California Resident - Qualified to do business in California or maintains place of business
- ☐ California Nonresident (see reverse side) - Payments 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

Vendor Contact Information and signature

Under penalties of perjury, I certify that:

1. 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
2. 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 as a result 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
3. 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 REPRESENTATIVE'S NAME (Type or Print)	**TITLE**	**E-MAIL**
AUTHORIZED VENDOR SIGNATURE	**DATE**	**TELEPHONE**

SECTION 6 TO BE COMPLETED BY COURT

6	**Please choose from the JCC Vendor category below to help us expedite payment**

RFP Title: Printing & Mailing of Traffic Notices
RFP Number: SC 016/058

Vendor Category	☐ ARBITRATOR	☐ VOLUNTEER	☐ OTHER ***(description required)***	
	☐ CONTRACTOR	☐ GRAND JURY	☐ RENT	☐ SETTLEMENTS/AWARDS
	☐ COURT APPT. COUNSEL	☐ INTEREST PAYMENTS ONLY		☐ DECEASED FINAL PAYMENT
	☐ COURT REPORTER	☐ COURT INTERPRETER: (***indicate language***)		
	☐ EMPLOYEE	☐ MEDIATOR	☐ GARNISHMENT TRUSTEE	**PAYMENT TERMS**
Court Contact	**COURT CONTACT NAME**		**PHONE NUMBER**	**EMAIL**

FOR JCC USE ONLY (Form updated 08/26/2014)	
Assigned Vendor Number	**Assigned By:**

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 TO BE FILLED OUT BY VENDOR	
2	Enter the payee's legal name. Sole proprietorships must also include the owner's full name. 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. 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.
3	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. 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). 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 user their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.
4	**Are you a California resident or non-resident?** 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. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is a resident if at least one trustee is a California resident. 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. 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. 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: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	This form must be signed. Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed. Certification Instructions: 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 http://www.irs.gov/businesses/international/index.html for additional information.
SECTION 6 TO BE FILLED OUT BY COURT	
6	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. **Not including court contact information may delay processing the request.**
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 7
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 BIDDER 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 BIDDER 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 BIDDER 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:
   _____
   _____
   _____
   _____
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.")
   _____
   _____
   _____
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.

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

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 www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
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 ÷ 125,000 = 0.28; 0.28 x 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 www.bidsync.com/DPXBisCASB.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
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 ÷ 75000 = 0.088; 0.088 x 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 8
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)*

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

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)*

Printed Name of DV owner	*Tax ID Number of DV owner*
Address of DV owner	*DV owner Telephone Number*
Signature of DV owner	*Date signed*

Printed Name of DV owner	*Tax ID Number of DV owner*
Address of DV owner	*Telephone # of DV owner*
Signature of DV owner	*Date signed*

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

Printed Name of DV manager	*Date signed*
Signature of DV manager	

Printed Name of DV manager	*Date signed*
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 www.bidsync.com/DPXBisCASB.

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 9

SAMPLE TRAFFIC FORMS

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Courtesy Notice

Name: IVAN SAVVERDRA
Address: 9611 CHERIBOYA DR
FONTANA, CA 92335
Driver Lic. #: A0000000
Vehicle Lic. #:

Case #: 0001059106
Citation #: CB83682
Violation Date: 12/20/15
Due Date: 04/01/16
Amount Due: $768.00

Violation(s)	Section	Description	Amount
CVC	22349(a)	Speeding Over 65 MPH Limit	$367.00
CVC	12500(a)	Unlawful to Drive Unless Licensed	$401.00

PAY THE TICKET – PAYMENT OPTIONS:

INTERNET: www.alameda.courts.ca.gov/trafficticket

AUTOMATED TELEPHONE: 1-866-822-0560

MAIL/COURT DROP BOX: Complete your payment stub included with this notice. Make your check or money order payable to "Clerk of the Court" and include your citation or case number on your payment. Mail the payment with the payment stub in the return envelope provided, or deposit it in a drop box located at any courthouse that has a traffic division. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

TRAFFIC COURT: Pay at any traffic courthouse location. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

THE DUE DATE ON YOUR TICKET IS NOT A DATE TO APPEAR BEFORE A JUDGE

GO TO TRAFFIC SCHOOL: To attend traffic school you must meet all of the requirements listed below. It is your responsibility to determine if you meet these requirements.

- ✓ You have not attended traffic school for a ticket issued within 18 months of the date of this ticket;
- ✓ If speeding, your speed was not 25 mph or more over the posted speed limit;
- ✓ The offense is a moving (driving) violation;
- ✓ You were not driving a commercial vehicle or carrying hazardous material; and
- ✓ You must have a valid driver's license.

Sign up for traffic school online, through the automated telephone system, in person, or return the payment stub included with this notice with the full bail amount due plus a non-refundable $57.00 traffic school processing fee in the return envelope provided. You will have 90 days from the day you pay the processing fee to complete traffic school. If you fail to complete traffic school by your due date, your bail and traffic school fee will be forfeited, and notice of conviction will be forwarded to the Department of Motor Vehicles. Visit www.alameda.courts.ca.gov/traffic for a list of DMV approved traffic schools.

REQUEST AN EXTENSION: If eligible, you may request a one-time 30-day extension online, by phone, or in person. Visit www.alameda.courts.ca.gov/trafficticket to extend your due date.

PROOF OF CORRECTION: If your ticket is for a correctable violation, you may obtain proof of correction at any law enforcement office during normal business hours. Mail proof of correction and $25.00 for each corrected violation, payable to "Clerk of the Court," along with the payment stub, in the return envelope provided. Visit www.alameda.courts.ca.gov/traffic for a list of traffic courthouse locations near you where you can deposit the envelope in a drop box or go to the traffic window.

*****IMPORTANT*** FAILURE TO TAKE ACTION ON TIME ***IMPORTANT*****

Failure to take action by your due date, or any subsequent date provided by the Court, may result in additional charges, license suspension, and the addition of a $300 civil assessment pursuant to Penal Code section 1214.1.

GO TO COURT: If 'Mandatory Appearance' is written at the top of your notice, you are required to appear before a judicial officer on or before the due date. Visit www.alameda.courts.ca.gov/traffic for current Walk-in Court schedules and locations. Pursuant to California Rules of Court, rule 4.105, you are allowed to appear before a judicial officer without the deposit of bail, subject to certain exceptions. See reverse side for more information.

REQUEST FURTHER INFORMATION USING OUR REQUEST FORM AT:
www.alameda.courts.ca.gov/asktraffic

Fold here so the addresses below are visible through the windows of the envelope provided.

Case #: 0001059106

Fremont Hall of Justice
39439 Paseo Padre Parkway
Fremont, CA 94538-2309

Fremont Hall of Justice
Traffic Division
39439 Paseo Padre Parkway
Fremont, CA 94538-2309

1*1******SINGLE-PIECE 64108
SAVVERDRA IVAN
9611 CHERIBOYA DR
FONTANA, CA 92335

Plead by Mail

GUILTY or NO CONTEST

If you do not wish to contest the violation(s), you must enter a plea of GUILTY or NO CONTEST for *each* violation by checking the box next to your plea. If you are submitting proof of correction for a correctable violation, you do not need to enter a plea for that violation.

CVC 22349(a) ☐ Guilty ☐ No Contest; CVC 12500(a) ☐ Guilty ☐ No Contest;

☐ **I am eligible and wish to attend Traffic School.** ***NOTICE:*** *If you are eligible and decide not to attend traffic school your automobile insurance may be adversely affected. For drivers with a noncommercial driver's license, one conviction in any 18-month period will be held confidential and not show on your driving record if you complete a traffic violator school program. For drivers with a commercial driver's license, one conviction in any 18-month period will show on your driving record without a violation point if you complete a traffic violator school program.*

Select a Payment Option:

- ☐ **Payment in full is enclosed.**
- ☐ **In full within 60 days:** Payment in full can be made by mail, in person at the Traffic Division in Oakland and Fremont court locations, by phone at 1-866-822-0560, or online at www.alameda.courts.ca.gov/trafficticket.
- ☐ **In monthly installment payments:** If you elect to pay in monthly installments, a fee will be added to the balance. Installment plans can be arranged by mail, in person at the Traffic Division in Oakland and Fremont court locations, or online at www.alameda.courts.ca.gov/trafficticket.
- ☐ **Community Service in lieu of Fine or Traffic School Bail:** A fee, based on the number of hours of community service you will perform, will be charged when you register with Project 22. More information about community service is available online at www.alameda.courts.ca.gov/traffic.

X_____ Date_____ Phone #_____
SIGNATURE

If you have not enclosed full payment, you will be notified by mail of the Court's decision and instructions.

NOT GUILTY

If you wish to contest the violation(s), you must enter a plea of NOT GUILTY and request a trial option.

Arraignment and Court Trial: You must go to Walk-in Court and cannot make this selection by mail. Pursuant to California Rules of Court, rule 4.105, you may request a court trial without the deposit of bail. Two court appearances are required if you wish to contest the violation(s) without posting bail. You must appear first in Walk-In Court for arraignment and enter a plea of Not Guilty on or before your due date. A future court trial date will be scheduled at arraignment. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). Walk-In Court schedules, locations and information are available online at www.alameda.courts.ca.gov/traffic.

☐ **Arraignment and Court Trial with Posting Bail:** Pursuant to Vehicle Code Section 40519 (a) and (b) you may choose to have your arraignment and court trial in the same hearing by submitting your signed request and posting the total bail amount on or before your due date. Bail must be posted in person or by mail in full. The court will mail your scheduled court date to you upon receipt of your request. If you are found not guilty, your bail will be returned. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). More information regarding court trials is available online at www.alameda.courts.ca.gov/contestmyticket.

☐ **Trial by Written Declaration:** Pursuant to Vehicle Code Section 40902 you may request a trial by mail and a court appearance is not required. The Trial by Declaration procedure allows you to plead not guilty by submitting your signed request or completed TR-205 forms and the total bail amount to the Court on or before the due date. Bail must be posted in person or by mail in full. If you are found not guilty, your bail will be returned. The court will mail the forms to you upon receipt of your request. Trial by Declaration forms, instructions and further information are available online at www.alameda.courts.ca.gov/contestmyticket.

I plead not guilty and request the trial option indicated above.

X_____ Date_____ Phone #_____
SIGNATURE

Payment Option

You may pay to the Court the total bail amount shown on the reverse side, plus the traffic school fee if you have elected to attend traffic school, on or before the due date. DO NOT SEND CASH. Make your check or money order payable to "Clerk of the Court" and include your case or citation number on your payment. You may also pay by credit card through the mail. There is a $6.00 service charge to pay by phone at 1-866-822-0560 or online at **www.alameda.courts.ca.gov/trafficticket**.

I wish to pay by credit card in the amount of $_____
You must include the 3 digit security number located on the back of your card_____
Visa_____ MasterCard _____ Card Number _____
Expiration Date_____ Signature_____ Phone #_____

Juvenile Notice

To the Parents/Guardian of:

Name: DECHEN CHOKYI BOSILJEVAC
Address: 1901 HIBBARA ST
ALAMEDA, CA 94501
Driver Lic. #: Y2843473
Vehicle Lic. #: 5MAD036

Case #: 0001059290
Citation #: T241088
Violation Date: 01/18/16
Due Date: 04/04/16
Amount Due: $197.00

CORRECTABLE VIOLATIONS ARE INDICATED WITH AN ASTERISK. SEE PROOF OF CORRECTION INSTRUCTIONS BELOW FOR DETAILS.

Violation(s)	Section	Description	Amount
CVC	*24603(e)	Stop Lamp Requirements and Specifications	$197.00 OR $25.00

PAY THE TICKET – PAYMENT OPTIONS:

INTERNET: www.alameda.courts.ca.gov/trafficticket

AUTOMATED TELEPHONE: 1-866-822-0560

MAIL/COURT DROP BOX: Complete your payment stub included with this notice. Make your check or money order payable to "Clerk of the Court" and include your citation or case number on your payment. Mail the payment with the payment stub in the return envelope provided, or deposit it in a drop box located at any courthouse that has a traffic division. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

TRAFFIC COURT: Pay at any traffic courthouse location. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

JUVENILES MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN WHEN APPEARING IN COURT

GO TO TRAFFIC SCHOOL: To attend traffic school you must meet all of the requirements listed below. It is your responsibility to determine if you meet these requirements.

- ✓ You have not attended traffic school for a ticket issued within 18 months of the date of this ticket;
- ✓ If speeding, your speed was not 25 mph or more over the posted speed limit;
- ✓ The offense is a moving (driving) violation;
- ✓ You were not driving a commercial vehicle or carrying hazardous material; and
- ✓ You must have a valid driver's license.

Sign up for traffic school online, through the automated telephone system, in person, or return the payment stub included with this notice with the full bail amount due plus a non-refundable $57.00 traffic school processing fee in the return envelope provided. You will have 90 days from the day you pay the processing fee to complete traffic school. If you fail to complete traffic school by your due date, your bail and traffic school fee will be forfeited, and notice of conviction will be forwarded to the Department of Motor Vehicles. Visit www.alameda.courts.ca.gov/traffic for a list of DMV approved traffic schools.

REQUEST AN EXTENSION: If eligible, you may request a one-time 30-day extension online, by phone, or in person. Visit www.alameda.courts.ca.gov/trafficticket to extend your due date.

PROOF OF CORRECTION: If your ticket is for a correctable violation, you may obtain proof of correction at any law enforcement office during normal business hours. Mail proof of correction and $25.00 for each corrected violation, payable to "Clerk of the Court," along with the payment stub, in the return envelope provided. Visit www.alameda.courts.ca.gov/traffic for a list of traffic courthouse locations near you where you can deposit the envelope in a drop box or go to the traffic window.

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GO TO COURT: If 'Mandatory Appearance' is written at the top of your notice, you are required to appear before a judicial officer on or before the due date. Visit www.alameda.courts.ca.gov/traffic for current Walk-in Court schedules and locations. Pursuant to California Rules of Court, rule 4.105, you are allowed to appear before a judicial officer without the deposit of bail, subject to certain exceptions. See reverse side for more information.

REQUEST FURTHER INFORMATION USING OUR REQUEST FORM AT:
www.alameda.courts.ca.gov/asktraffic

Fold here so the addresses below are visible through the windows of the envelope provided.

Case #: 0001059290

Wiley W. Manuel Court House
661 Washington Street
Oakland, CA 94607-3922

Wiley W. Manuel Court House
Traffic Division
661 Washington Street
Oakland, CA 94607-3922

1*1******SINGLE-PIECE 64108
BOSILJEVAC DECHEN CHOKYI
1901 HIBBARA ST
ALAMEDA, CA 94501

Plead by Mail

GUILTY or NO CONTEST

If you do not wish to contest the violation(s), you must enter a plea of GUILTY or NO CONTEST for *each* violation by checking the box next to your plea. If you are submitting proof of correction for a correctable violation, you do not need to enter a plea for that violation.

CVC 24603(e) ☐ Guilty ☐ No Contest;

☐ **I am eligible and wish to attend Traffic School.** ***NOTICE:*** *If you are eligible and decide not to attend traffic school your automobile insurance may be adversely affected. For drivers with a noncommercial driver's license, one conviction in any 18-month period will be held confidential and not show on your driving record if you complete a traffic violator school program. For drivers with a commercial driver's license, one conviction in any 18-month period will show on your driving record without a violation point if you complete a traffic violator school program.*

Select a Payment Option:

- ☐ **Payment in full is enclosed.**
- ☐ **In full within 60 days:** Payment in full can be made by mail, in person at the Traffic Division in Oakland and Fremont court locations, by phone at 1-866-822-0560, or online at www.alameda.courts.ca.gov/traffic ticket.
- ☐ **In monthly installment payments:** If you elect to pay in monthly installments, a fee will be added to the balance. Installment plans can be arranged by mail, in person at the Traffic Division in Oakland and Fremont court locations, or online at www.alameda.courts.ca.gov/traffic ticket.
- ☐ **Community Service in lieu of Fine or Traffic School Bail:** A fee, based on the number of hours of community service you will perform, will be charged when you register with Project 22. More information about community service is available online at www.alameda.courts.ca.gov/traffic.

X_____ Date_____ Phone #_____
SIGNATURE

If you have not enclosed full payment, you will be notified by mail of the Court's decision and instructions.

NOT GUILTY

If you wish to contest the violation(s), you must enter a plea of NOT GUILTY and request a trial option.

Arraignment and Court Trial: You must go to Walk-in Court and cannot make this selection by mail. Pursuant to California Rules of Court, rule 4.105, you may request a court trial without the deposit of bail. Two court appearances are required if you wish to contest the violation(s) without posting bail. You must appear first in Walk-In Court for arraignment and enter a plea of Not Guilty on or before your due date. A future court trial date will be scheduled at arraignment. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). Walk-In Court schedules, locations and information are available online at www.alameda.courts.ca.gov/traffic.

- ☐ **Arraignment and Court Trial with Posting Bail:** Pursuant to Vehicle Code Section 40519 (a) and (b) you may choose to have your arraignment and court trial in the same hearing by submitting your signed request and posting the total bail amount on or before your due date. Bail must be posted in person or by mail in full. The court will mail your scheduled court date to you upon receipt of your request. If you are found not guilty, your bail will be returned. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). More information regarding court trials is available online at www.alameda.courts.ca.gov/contestmyticket.
- ☐ **Trial by Written Declaration:** Pursuant to Vehicle Code Section 40902 you may request a trial by mail and a court appearance is not required. The Trial by Declaration procedure allows you to plead not guilty by submitting your signed request or completed TR-205 forms and the total bail amount to the Court on or before the due date. Bail must be posted in person or by mail in full. If you are found not guilty, your bail will be returned. The court will mail the forms to you upon receipt of your request. Trial by Declaration forms, instructions and further information are available online at www.alameda.courts.ca.gov/contestmyticket.

I plead not guilty and request the trial option indicated above.

X_____ Date_____ Phone #_____
SIGNATURE

Payment Option

You may pay to the Court the total bail amount shown on the reverse side, plus the traffic school fee if you have elected to attend traffic school, on or before the due date. DO NOT SEND CASH. Make your check or money order payable to "Clerk of the Court" and include your case or citation number on your payment. You may also pay by credit card through the mail. There is a $6.00 service charge to pay by phone at 1-866-822-0560 or online at **www.alameda.courts.ca.gov/traffic ticket**.

I wish to pay by credit card in the amount of $_____
You must include the 3 digit security number located on the back of your card_____
Visa_____ MasterCard _____ Card Number _____
Expiration Date_____ Signature_____ Phone #_____

Mandatory Appearance

Name: DAMARYEA PRINCE
Address: 2420 AZVEDO DR
SACRAMENTO, CA 94605
Driver Lic. #: X5472484
Vehicle Lic. #:

Case #: 0001059529
Citation #: BP3053857
Violation Date: 01/05/16
Due Date: 04/04/16

Violation(s)	Section	Description
B&P	25620(a)	Possession of Open Container of Alcoholic Beverage in a Public Place

YOU ARE REQUIRED TO APPEAR IN COURT ON OR BEFORE YOUR DUE DATE

GO TO COURT: If 'Mandatory Appearance' is written at the top of your notice, you are required to appear before a judicial officer on or before the due date. Visit www.alameda.courts.ca.gov/traffic for current Walk-in Court schedules and locations. Pursuant to California Rules of Court, rule 4.105, you are allowed to appear before a judicial officer without the deposit of bail, subject to certain exceptions. See reverse side for more information.

GO TO TRAFFIC SCHOOL: To attend traffic school you must make a court appearance and meet all of the requirements listed below. It is your responsibility to determine if you meet these requirements.

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- ✓ If speeding, your speed was not 25 mph or more over the posted speed limit;
- ✓ The offense is a moving (driving) violation;
- ✓ You were not driving a commercial vehicle or carrying hazardous material; and
- ✓ You must have a valid driver's license.

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PROOF OF CORRECTION: If your ticket is for a correctable violation, you may obtain proof of correction at any law enforcement office during normal business hours. You may present proof of correction to the judicial officer during your scheduled court hearing. Visit www.alameda.courts.ca.gov/traffic for more information on proof of correction.

*****IMPORTANT*** FAILURE TO TAKE ACTION ON TIME ***IMPORTANT*****

Failure to take action by your due date, or any subsequent date provided by the Court, may result in additional charges, license suspension, and the addition of a $300 civil assessment pursuant to Penal Code section 1214.1.

REQUEST FURTHER INFORMATION USING OUR REQUEST FORM AT:
www.alameda.courts.ca.gov/asktraffic

Fold here so the addresses below are visible through the windows of the envelope provided.

Case #: 0001059529

Wiley W. Manuel Court House
661 Washington Street
Oakland, CA 94607-3922

Wiley W. Manuel Court House
Traffic Division
661 Washington Street
Oakland, CA 94607-3922

1*1******SINGLE-PIECE 64108
PRINCE DAMARYEA
2420 AZVEDO DR
SACRAMENTO, CA 94605

Plead by Mail

NOT GUILTY

If you wish to contest the violation(s), you must enter a plea of NOT GUILTY and request a trial option.

Arraignment and Court Trial: You must go to Walk-in Court and cannot make this selection by mail. Pursuant to California Rules of Court, rule 4.105, you may request a court trial without the deposit of bail. Two court appearances are required if you wish to contest the violation(s) without posting bail. You must appear first in Walk-In Court for arraignment and enter a plea of Not Guilty on or before your due date. A future court trial date will be scheduled at arraignment. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). Walk-In Court schedules, locations and information are available online at www.alameda.courts.ca.gov/traffic.

□ **Arraignment and Court Trial with Posting Bail:** Pursuant to Vehicle Code Section 40519 (a) and (b) you may choose to have your arraignment and court trial in the same hearing by submitting your signed request and posting the total bail amount on or before your due date. Bail must be posted in person or by mail in full. The court will mail your scheduled court date to you upon receipt of your request. If you are found not guilty, your bail will be returned. If you do not appear for your scheduled court trial, the court may proceed in your absence pursuant to Vehicle Code 40903(a). More information regarding court trials is available online at www.alameda.courts.ca.gov/contestmyticket.

I plead not guilty and request the trial option indicated above.

X_____ Date_____ Phone #_____
SIGNATURE

Your court appearance is required and payment will not be accepted until after your court hearing.

Payment Option

You may pay to the Court the total bail amount shown on the reverse side, plus the traffic school fee if you have elected to attend traffic school, on or before the due date. DO NOT SEND CASH. Make your check or money order payable to "Clerk of the Court" and include your case or citation number on your payment. You may also pay by credit card through the mail. There is a $6.00 service charge to pay by phone at 1-866-822-0560 or online at **www.alameda.courts.ca.gov/trafficticket**.

I wish to pay by credit card in the amount of $_____
You must include the 3 digit security number located on the back of your card_____
Visa_____ MasterCard _____ Card Number _____
Expiration Date_____ Signature_____ Phone #_____

Failure To Comply

Name:	Paul Christian Ong	**Case #:**	0000991141
Address:	4543 ALHAMBRA DR FREMONT, CA 94536-5424	**Citation #:**	N058614A
		Violation Date:	09/13/15
		Original Due Date:	01/27/16
Driver Lic. #:	B6259973	**Extendend Due Date:**	02/29/16
Vehicle Lic. #:	6YVK929	**Amount Due:**	$0.00

Violation(s)	Section	Description	Amount
CVC	21453(a)	Red Signal-Vehicular Responsibilities	$490.00

You have failed to comply with your court order.

PAY THE TICKET – PAYMENT OPTIONS:

INTERNET: www.alameda.courts.ca.gov/trafficticket

AUTOMATED TELEPHONE: 1-866-822-0560

MAIL/COURT DROP BOX: Complete your payment stub included with this notice. Make your check or money order payable to "Clerk of the Court" and include your citation or case number on your payment. Mail the payment with the payment stub in the return envelope provided, or deposit it in a drop box located at any courthouse that has a traffic division. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

TRAFFIC COURT: Pay at any traffic courthouse location. Visit www.alameda.courts.ca.gov/traffic for a list of locations.

REQUEST AN EXTENSION: Your original due date was extended. A judicial officer must approve further time extensions. Visit www.alameda.courts.ca.gov/traffic for current Walk-in Court schedules and locations.

PROOF OF CORRECTION: If your ticket is for a correctable violation, you may obtain proof of correction at any law enforcement office during normal business hours. Mail proof of correction and $25.00 for each corrected violation, payable to "Clerk of the Court," along with the payment stub, in the return envelope provided. Visit www.alameda.courts.ca.gov/traffic for a list of traffic courthouse locations near you where you can deposit the envelope in a drop box or go to the traffic window.

GO TO COURT: You may go to court on or before your extended due date. Visit www.alameda.courts.ca.gov/traffic for current Walk-in Court schedules and locations.

PAY YOUR TICKET OR GO TO COURT ON OR BEFORE YOUR EXTENDED DUE DATE

*****IMPORTANT*** FAILURE TO TAKE ACTION ON TIME ***IMPORTANT*****

Failure to take action by your due date, or any subsequent date provided by the Court, may result in additional charges, license suspension, and the addition of a $300 civil assessment pursuant to Penal Code section 1214.1.

REQUEST FURTHER INFORMATION USING OUR REQUEST FORM AT:
www.alameda.courts.ca.gov/asktraffic

Fold here so the addresses below are visible through the windows of the envelope provided.

Case #: 0000991141

Fremont Hall of Justice
39439 Paseo Padre Parkway
Fremont, CA 94538-2309

Fremont Hall of Justice
Traffic Division
39439 Paseo Padre Parkway
Fremont, CA 94538-2309

2*1**********3-DIGIT 945
Ong Paul Christian
4543 ALHAMBRA DR
FREMONT, CA 94536-5424

Payment Option

You may pay to the Court the total bail amount shown on the reverse side, plus the traffic school fee if you have elected to attend traffic school, on or before the due date. DO NOT SEND CASH. Make your check or money order payable to "Clerk of the Court" and include your case or citation number on your payment. You may also pay by credit card through the mail. There is a $6.00 service charge to pay by phone at 1-866-822-0560 or online at **www.alameda.courts.ca.gov/traffic ticket**.

I wish to pay by credit card in the amount of $_____
You must include the 3 digit security number located on the back of your card_____
Visa_____ MasterCard _____ Card Number _____
Expiration Date_____ Signature_____ Phone #_____