

IFB Title: *Jury Summons/FTA/AR Forms Print & Mail*  
IFB Number: *JS10252022*

# INVITATION FOR BIDS

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***JURY SUMMONS/FTA/AR FORM PRINT & MAIL***

**REGARDING:**

*Jury Summons/FTA/AR Form Print & Mail,  
IFB# JS10252022*

**BIDS DUE:**

*Wednesday, November 16, 2022 NO LATER THAN 3:00 P.M. PST*

## **1.0 BACKGROUND INFORMATION**

- 1.1 *The Court is required by Statute to send out various summons and notices, including follow-up notices.*
- 1.2 *These notices include Jury Summons, Failure to appear notices and non-criminal Accounts Receivable notices.*
- 1.3 *The Court has a need to retain the services of a vendor to provide print and mail services within Kern County and to perform related programming and composition work and address data processing and reporting services as directed by Court from data that is provided by the Court.*
- 1.4 *The printing and mailing of Jury Summonses and Failure to appear notices is an essential and important Court responsibility. It is therefore critical that Contractor performs the work described in this Statement of Work in an accurate and timely manner.*

## **2.0 DESCRIPTION OF GOODS**

The Superior Court of California, County of Kern seeks goods meeting the following specifications:

1. Print and Mail of Jury Summons Notices
  - a. Printed on 8.5" x 5" postcards.
  - b. Printed and mailed weekly
  - c. Estimated mailing are 5,650 per week and 275,000 annually
2. Print and Mail of Failure to Appear Notices
  - a. Printed on 6.125" x 4.25" postcards.
  - b. Printed and mailed monthly
  - c. Estimated mailing of 7,500 monthly and 90,000 annually
3. Print and Mail Non-Criminal Accounts Receivable Notices
  - a. Printed on 8-1/2" x 11" paper
  - b. #10 security window envelope
  - c. Printed and mailed weekly
  - d. Estimated mailing of 200 weekly and 2,400 annually.
4. Postage
  - a. Vendor shall provide pricing for postage for each mail and print job in accordance with the scope of services and deliverables included in Appendix A attached.
5. Court shall provide Data files in .xml or .xlsx format for each job.
6. All unit cost pricing for each print & mail job shall include all labor, materials, equipment and incidentals to produce and mail.
7. FOB: Destination

### 3.0 TIMELINE FOR THIS IFB

The Superior Court of California, County of Kern has developed the following list of key events related to this IFB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
IFB issued	<i>October 31, 2022</i>
Mandatory Zoom Pre-bid conference (see below)	<i>Thursday, November 3, 2022</i>
Deadline for questions	<i>Tuesday, November 8, 2022</i>
Questions and answers posted	<i>Wednesday, November 9, 2022</i>
Latest date and time bids may be submitted	<i>Wednesday, November 16, 2022 at 3:00 p.m. PST</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>December 1, 2022</i>
Execution of contract ( <i>estimate only</i> )	<i>December 15, 2022</i>

**KCSC Technology is inviting you to a scheduled ZoomGov meeting.**

Topic: IFB - Printing and Mailing Services  
Time: Nov 3, 2022 02:00 PM Pacific Time (US and Canada)

Join ZoomGov Meeting

<https://kern-courts-ca-gov.zoomgov.com/j/1613697778?pwd=bUJoTlhPdTUzTnczSmhmbkF2NEt6UT09>

Meeting ID: 161 369 7778

Passcode: [e.EBX7@f](mailto:e.EBX7@f)

One tap mobile

+16692545252,,1613697778#,,,,\*18260273# US (San Jose)

+16692161590,,1613697778#,,,,\*18260273# US (San Jose)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 669 216 1590 US (San Jose)

+1 551 285 1373 US

+1 646 828 7666 US (New York)

833 568 8864 US Toll-free

Meeting ID: 161 369 7778

Passcode: 18260273

Find your local number: <https://kern-courts-ca-gov.zoomgov.com/u/abBzcDh91n>



Join by SIP

[1613697778@sip.zoomgov.com](mailto:1613697778@sip.zoomgov.com)

Join by H.323

161.199.138.10 (US West)

161.199.136.10 (US East)

Meeting ID: 161 369 7778

Passcode: 18260273

#### 4.0 IFB ATTACHMENTS

The following attachments are included as part of this IFB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs (Non-IT Goods)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must sign the Court Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Bidder’s Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.  <b>Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive.</b>
Attachment 4: Darfur Contracting Act Certification	Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
Attachment 5: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the bid.
Attachment 6: Iran Contracting Act Certification	Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its bid.
Attachment 7: Unruh and FEHA Certification	Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.

#### 5.0 SUBMISSIONS OF BIDS

5.1 Bids should provide straightforward, concise information that satisfies the requirements of the “Bid Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB’s instructions and requirements, and completeness and clarity of content.



- 5.2 The Bidder must submit three (3) bound hard copy sets of the documents and information listed in section 6.0 Bid content. In the same order as listed therein.
- 5.3 Bids must be delivered by the date and time listed on the coversheet of this IFB to:

Superior Court of California, County of Kern  
1415 Truxtun Avenue, Room 212  
Bakersfield, CA 93301

**Due date/time: Wednesday, November 16, 2022 before 3:00 p.m. PST**

- 5.4 Only written bids will be accepted. Bids must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Bids may not be transmitted by fax or email. **Late bids will not be accepted.**

## **6.0 BID CONTENTS**

- 6.1 Non-Cost Information – Best Value Criteria.  
The following must be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.
- a. Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
  - b. Name, title, address, telephone number, and email address of the individual who will act as Bidder's designated representative for purposes of this IFB.
  - c. Provide a short description of your company including,
    - i. A description of your company's experience as it pertains to providing products and services similar in scope to those required under this IFB.
    - ii. the number of years your company has been in business and any significant organizational event that occurred in the past five (5) years such as bankruptcies, mergers, acquisitions or initial public offerings.
    - iii. If the use of subcontractors is anticipated, describe the vendor's contract management process for subcontractors, and describe agreements between the vendor and each proposed subcontractor.
  - d. Annual contract value for the bidder's three (3) largest contracts for similar products and services in the past three (3) years. Provide Names, addresses, email and telephone numbers of these clients. The Court may check references listed by Bidder.
  - e. Acceptance of the Terms and Conditions.

- i. On Attachment 3, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.
  - ii. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
  - iii. **Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive.**
- f. Certifications, Attachments, and other requirements.
- i. Bidder must include the following certifications in its bid:

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

Bidder certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Bidder would provide to the JBE are not related to products or services that are the reason the Bidder must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")
  - ii. Bidder must submit with its bid, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (b) a certificate of registration issued under Revenue and Taxation Code section 6226.
  - iii. Bidder must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its bid.
  - iv. If (i) Bidder is a corporation, limited liability Company, or limited partnership, and (ii) the agreement resulting from this IFB will be

performed in California, proof that Bidder is in good standing and qualified to conduct business in California.

- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. Bidder must complete the Iran Contracting Act Certification (Attachment 6) and submit the completed certification with its bid.
- vii. Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.

6.2 Cost Information. The following must be included in the cost information.

- i. A completed copy of this IFB Pricing Sheet, Appendix B.
- ii. Firm pricing – affirmation that pricing submitted in your bid shall be firm for two (2) years (24 months).
- iii. Escalations – vendor shall provide their maximum escalations for year 3, year 4 and year five (5) of the contract, should the Court offer an extension.

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

## **7.0 OFFER PERIOD**

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

## **8.0 EVALUATION OF BIDS**

Evaluation Criteria: The Court will evaluate the bids received to determine the bid that offers the best value to the Court.

The evaluation will be based on the following criteria:

- Cost – pricing submitted on the pricing sheet and any escalations for year 3, year 4 and year 5.
- Experience & Qualifications
- Financial Stability of the company
- Customer References
- DVBE incentive, if applicable



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

## **9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each bid will be retained by the JBE for official files and will become a public record. The Public Contract Code requires that bids be publicly opened and made available for public inspection. Accordingly, Bidder should not include confidential or proprietary information in its bid.

## **10.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

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

**10.2** 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 determinations, 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.

**10.3** 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 solicitation of non-IT goods and IT goods and services, Proposer may have approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

**10.4** If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 9). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Proposer must submit with its proposal a DVBE Declaration (Attachment 10) 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 also complete and sign the DVBE Declaration (Attachment 10). 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.

**10.5** 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.

## **11.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is Thursday, November 10, 2022 by 3:00 p.m. PST. Protests must be sent to:

Superior Court of California, County of Kern  
1415 Truxtun Ave., Room 212  
Bakersfield, CA 93301

Attention: Travis Andreas  
Deputy CEO – Finance

**APPENDIX A**  
**SERVICES AND DELIVERABLES**

**1. Background and Purpose**

- 1.1 The Court is required by statute to send out various summons and notices, including follow-up notices.
- 1.2 The Court wishes to retain the services of a vendor to provide print and mail services of these notices from data that is provided by the Court.
- 1.3 These notices include Jury Summons, Failure to appear notices (FTA) and non-criminal Accounts Receivable notices.

**2. Services and Deliverables.** Contractor shall perform the following services (“Services”) and provide the Deliverables described below to the Court.

**2.1 Processing and Project Plan.**

- a) Contractor shall process electronic data provided by the Court for producing personalized mailers, which may include forms, post cards and letters, also referred to as notices.
- b) Contractor shall provide the Court a chart of critical dates for each implementation to facilitate monitoring of the production and mailing schedule.
- c) Notices shall be mailed within 48 hours of Contractor’s receipt of the Court’s electronic file.
- d) Contractor shall work with the Court staff to configure all documents to beprinted.
- e) The Court shall provide all data files to the Contractor in .xml or .xlsx format.
- f) Contractor shall produce samples for the Court to approve; and once approved, printing, insertion, and mailing shall take place. Vendor shall provide a monitoring/processing application for the court to follow the progress of each job from data receipt to United States Postal Service (“USPS”) delivery.
- g) Court shall upload data either via SFTP or other platform provided by the Contractor.
- h) Transition: After an Agreement is executed, contractor shall schedule a transition meeting prior to start of production. The meeting will discuss timelines and process of file transmission between contractor and the Court to ensure timely mailing of project. Contractor may make suggestions for cost savings and/or use commercially reasonable efforts to make the Court’s process more efficient to meet the Court’s goals and requirements, including suggestions to maximize the benefit of both NCOALINK® and Address Change Service (ACS®).
- i. After the transition meeting, Contractor shall provide a project plan complete with tasks and milestones as a guide for all projects. This timeline may be reviewed and changed as tasks are completed.
- j) Jury Summons notices are printed and mailed weekly on 8.5”x 5” Postcard, minimum 110# cardstock, no gloss.
- h) Failure to Appear (FTA) notices are printed and mailed monthly on 6.125” x 4.25” Postcard, minimum 90# card stock, no gloss.
- k) Non-Criminal Accounts Receivable notices are printed and mailed weekly on 8-1/2” x 11” standard white paper, minimum 50 or 60#, using a standard #10 security window envelope. Contractor shall return a .pdf copy of every AR notice mailing to the Court for attachment to case management system.
- l) All notices shall be printed in the same colors used on each sample provided. Any changes or deviation from the approved samples must be approved by the Court. Any recommended changes by the Contractor shall not affect the unit cost pricing submitted in their bid.



## **2.2 Mailing.**

- a) Notices shall be delivered to the USPS within 48 hours once production begins.
- b) Contractor shall use commercially reasonable efforts to assist the Court in meeting its mandated timelines for notices in the event that there are any problems with the normal processing of notices and forms.
- c) Contractor shall use postal software that enables sorting of the mail to obtain the lowest possible postage discount rates. The mail shall be presorted to the zip+5 and zip+3 as required by the USPS to obtain the commercial first class rates.
- d) Contractor shall utilize a process to maximize the benefit of both NCOALINK® and Address Change Service (ACS®).
- e) In order to consistently maximize postal savings, Contractor shall implement the following tasks where applicable:
  - Mail Piece Design Validation – All of the Court’s designs will be tested and approved by a certified mail piece designer employed by the USPS.
  - Mail Piece Approval from USPS – After the automation and presort are setup and the envelope is chosen, the entire sub-assembly of goods must be validated by postal officials.
  - Ongoing Presort and CASS Certification Documentation – Each mailing shall be accompanied with USPS documentation and made available to the Court in a digital format via an available monitoring/processing application provided by the Contractor. The paperwork shall be an exact replica of what is submitted with the physical mail.
  - Mail Bar-coding – Contractor shall comply with all USPS Intelligent Mail Barcode (IMB) requirements to ensure the Court receives maximum postage discounts.

## **2.3 Guaranteed Mailing Requirements.**

- a) One hundred percent (100%) of all mail pieces must be tracked through production and mailing. All notices damaged during manufacturing must be reprocessed and mailed.
- b) Contractor will balance what is processed to a trailer record in the data or a count that the Court sends with each file to ensure all intended documents are present in the processed file.
- c) Contractor shall complete a balance check after printing and during manufacturing to make sure that contractor can account for every piece during the process.
- d) Contractor shall reprint and mail any damaged piece.
- e) Contractor shall account for every mailing or stop, fix or redo while still meeting the mailing deadline required once the process is completed.

## **2.4 Quality Control Measures.**

- a) Contractor shall complete the post processing and create print jobs that are sent to the print queue for printing, insertion, sorting and mailing after court approval of the job.
- b) Contractor shall complete a series of quality control processes to ensure that the jobs are accurate prior to delivery to the United States Postal Service (“USPS”). The quality control processes that Contractor shall minimally must complete are:
  - (i) Quality assurance checks on print quality including random checking of dates, case numbers, amounts, barcode print quality, and messages on the documents.
  - (ii) Quality assurance checks during insertion including random check for incorrect multiple bill insertion, insertion correctness into the outgoing envelope, selective insertion of requested inserts, correct number of document pages nested into the outgoing envelope and balancing to make sure the total number of envelopes is

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accounted for and delivered to the USPS.

- (iii) Contractor shall notify the Court immediately if the job fails any quality check that cannot be remedied in time to meet the turnaround time. Contractor shall contact the Court with the options available to get the documents mailed accurately and provide a recovery timeframe.

## **2.5 Documentation and Accounting.**

- a) Contractor shall provide the Court with documentation of mailing of each piece of mail and shall return electronic data indicating any changes, which occurred as a result of the various productions, and mailing procedures.
- b) Job Detail Reports shall be produced for each job processed.
- c) Contractor shall upload reports to contractor's monitoring/processing software application for the Court's access.
- d) Contractor shall produce a Job Detail Report that will identify the documents sent by the Court versus what was processed and delivered by Contractor.
- e) The Job Detail Report will identify the disposition of each document, whether mailed, emailed, deleted, etc.
- f) Contractor must have the capability of producing custom reports as requested by the Court.
- g) All postal reports shall be made available for viewing by the court on the contractor's monitoring/processing software application provided by the Contractor.
- h) Contractor is required to provide an ongoing accounting of the postage used for each type of notice and the account balance for a complete audit trial.

## **2.6 Security Guarantees.**

- a) Contractor shall establish data maintenance procedures equivalent to those used as industry standard information security requirements to protect the privacy of individuals and integrity of the information database.
- b) Contractor shall, at a minimum, use Comprehensive Data Loss Prevention (DLP) solutions that protects sensitive data in motion, at rest, and in use. This includes files on servers, databases, desktops, laptops, and email including attachments.
- c) All sensitive member data storage shall be encrypted with at least 1024-bit encryption algorithms.
- d) All Web application access and transmissions shall be protected with a minimum 256-bit HTTPS/SSL encryption.
- e) Contractor shall at a minimum utilize Secure Sockets Layer (SSL, version 3.0) session encryption or equivalent in all events where confidential information is collected to protect the privacy of information during collection and transit.
- f) Only authorized staff shall have access to Court's data. These roles shall be audited annually at a minimum.
- g) Contractor's employees working on Court data shall sign a confidentiality agreement.
- h) Contractor's employees with access to Court confidential information shall be required to undergo comprehensive background checks and security training prior to access any Court confidential data.
- i) All Court confidential data shall be stored on secure servers and shall only be accessible by authorized personnel.

## **2.7 Additional Services**

The Court reserves the right to add or remove print and mail services as needed by the Court. The Court may request pricing for new print and mail projects and amend the contract as needed. Any changes to the contract must be approved via an amendment to the contract and signed by both parties.

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### 3. Acceptance.

All Work is subject to written acceptance by the Court (see Attachment 1, Acceptance and Signoff Form). All Work shall be:

- a) Timely: Work shall be completed and delivered to the USPS on time to permit compliance with statutory and Rules of Court requirements and Court's schedule.
- b) Complete: The Work shall contain the materials and features required in this Agreement.
- c) Technically Accurate: The Work shall be accurate as measured against industry standard and the requirements of this Agreement.

4. **Resources.** Contractor shall be responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of Work provided hereunder and to meet Contractor's obligations under this Agreement.

### 5. Project Staff.

5.1 Contractor shall appoint to the Project Staff:

- (i) individuals with suitable training and skills to provide the Work, and
- (ii) Sufficient staffing to adequately provide the Work.
- (iii) Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees.
- (iv) The Court may require Contractor to remove any personnel from the Project Staff that interacts directly with any personnel of the Judicial Branch Entities or Court Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal.
- (v) Contractor may, with the Court's consent, continue to retain such member of the Project Staff in a role that does not interact directly with any personnel of the Judicial Branch Entities or Court Contractors.
- (vi) The Contractor Project Manager and the Court Project Manager shall work together to mitigate any impact on the schedule caused by any replacement of a Project Staff member.
- (vii) Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement.
- (viii) Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced.

5.2 Court's Contact Person. The Court shall assign a project manager. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement.

5.3 Contractor's Project Manager. Contractor shall assign a project manager.

- (i) Project Manager shall serve from the Effective Date, as Contractor's primary representative under this Agreement and
- (ii) Project Manager have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors.
- (iii) Project Manager shall be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement.
- (iv) Contractor's Project Manager shall respond promptly and fully to all inquiries from the Court's Project Manager.
- (v) Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.



**5.4** Conduct of Project Staff. Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

- a) In the event Contractor performs Work at the Court's location, Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's employees or contractors that will perform Work at the Court's location, by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require.
- b) 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 remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court or the Judicial Branch Entities.

**6. Service Warranties.** Contractor shall at a minimum warrant that:

- (i) the Services will be rendered with promptness and diligence and will be executed in a professional and workmanlike manner, in accordance with the practices and standards used in well-managed operations performing services similar to the Services; and
- (ii) Contractor will perform the Services in a cost-effective manner consistent with the required level of quality and performance.
- (iii) Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation.
- (iv) For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Court's acceptance of such Deliverable and shall continue for a period of ninety (90) days following acceptance.
- (v) In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.

**7. Stop Work and Change Orders.**

- 7.1** The Court may, at any time, by Notice to Contractor, require the Contractor to stop all or any part of the Work for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the Parties may agree to ("Stop Work Order").
- 7.2** The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision.
- 7.3** Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage.
- 7.4** Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed to, the Court shall either
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the Work covered by the Stop Work Order as provided for in this Agreement.

- 7.5 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- a) The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - b) Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement
- 7.6 The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision but shall pay for all Work performed by Contractor prior to the effective date of any Stop Work Order.
- 7.7 From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"). In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable amendments to the Agreement and/or payments to Contractor.
8. **Third Party or Court Services.** Notwithstanding anything in this Agreement to the contrary, the Court shall have the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of this Agreement, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Judicial Branch Entities or Court contractors. In the event the Court performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Branch Entities and any such Third Party, to the extent reasonably required by the Court. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a Third Party to perform its services relating to the Work. This section does not require Contractor to share any of its proprietary or confidential information with any Third Party and Court may not share any Contractor proprietary or confidential information with any Third Party, unless required by law to do so.
9. **Data and Security.**
- 9.1 **Safety and Security Procedures.** Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures.
- 9.2 **Data Security.**
- a) Contractor shall provide their information Security Requirements.
  - b) No Work shall be provided from outside the continental United States. Remote access to Court Data from outside the continental United States is prohibited unless approved in writing in advance by the Court. The physical location of Contractor's data center, systems, and equipment where the Court Data is stored shall be within the continental United States. Contractor shall ensure that access to the Court Data will be provided to the Court (and its authorized users) 24 hours per day, 365 days per year (excluding agreed upon maintenance downtime). Upon the Court's request, all Court Data in the possession of Contractor shall be provided to Court in a manner reasonably requested by Court and all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease
  - c) If there is a suspected or actual Data Breach, Contractor shall notify the Court in writing within forty-eight (48) hours of becoming aware of such Data Breach.



- 10. Data Requests.** Unless prohibited by law, Contractor shall promptly notify the Court upon receipt of any requests, which in any way might reasonably require access to the Court Data. Unless prohibited by law, Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or Court Data without first notifying the Court. If legally permitted, Contractor shall provide its intended responses to the Court with adequate time for the Court to review revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the Court unless authorized in writing to do so by the Court.
- 11. Transition Period.** For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the Court in extracting and/or transitioning all Court Data in the format determined by the Court ("Transition Period"). During the Transition Period, the hosted services and Court Data access shall continue to be made available without alteration.
- 12. Malicious Code.** No Work will contain any Malicious Code. Contractor shall immediately provide to the Court written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Judicial Branch Entities' IT Infrastructure or networks or in the Contractor systems used to provide the Work. In the event Contractor or the Court discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the Court, to effect the prompt removal of the Malicious Code from the Work and the Judicial Branch Entities' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.
- 13. Intellectual Property.**
- 13.1 Intellectual Property.** Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of or authorized to use for its own and the Judicial Branch Entities' benefit, all Contractor Materials, Third Party Materials, and licensed software used and to be used in connection with the Work.
- 13.2 Rights in Developed Materials.** Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor shall promptly notify the Court upon the completion of the development, creation or reduction to practice of any and all Developed Materials.
- 13.3 Retention of Rights.** The Court retains all rights, title and interest (including all Intellectual Property Rights) in and to the Court Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.
- 13.4 Third-Party Rights.** Contractor hereby assigns to the Judicial Branch Entities all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Judicial Branch Entities by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court, Judicial Branch Entities and Judicial Branch Personnel against all claims arising from Contractor's failure to obtain such consent.

[Type here]



**ATTACHMENT 1  
ACCEPTANCE AND SIGNOFF FORM**

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

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

The Services or Deliverables are:

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

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

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

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

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

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

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

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

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

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

END OF ATTACHMENT

[Type here]

**APPENDIX B  
PRICING**

**1. General**

- a. In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the Court shall pay to Contractor the fees as set forth in this Appendix B.
- b. Such fees shall be the entire compensation for all Work under this Agreement and all expenses relating to the Work shall be included herein. Contractor shall not include charges for expenses not listed on the pricing sheet.
- c. Contractor shall provide the lowest automated Postage rates based on the sort of mail sent.
- d. Contractor shall invoice the Court on a monthly basis for actual cost of postage.
- e. Payment Terms shall be Net 30. The Court does not make advance payments.

**2. Pricing, Postage and Fees**

- a. Contractor shall pass all addresses received from the Court through the NCOA process to obtain the +4, +5 zip code for each address, where possible, to minimize the additional charges of postage.
- b. USPS charges provided in the bid shall be subject to adjustments based on rate changes made by USPS.
- c. Contractor shall notify the Court in writing of any such changes within ten (10) business days of the release of the rate change by the USPS.
- d. The rate change is subject to review and approval by the Court. The new postal rates will be applicable after both parties sign an amendment to the Contract.
- e. Contractor shall notify the Court in writing of any changes in paper cost that may affect the pricing. Any changes in pricing must be reviewed and approved by the Court and will be in effect after both parties sign an amendment to the contract.
- f. Pricing submitted in your bid must be firm for 2-years or 24 months.
- g. Contractor shall provide the maximum escalations for years 3-5 as requested in Exhibit B Pricing Sheet.
- h. Contractor shall provide at a minimum a thirty-day (30) notice that it wishes to exercise the escalation for the next extension term. Any escalation and extension must be reviewed and approved by the Court and will take effect after both parties sign an amendment to the contract.

**3. Invoicing:**

- a. Contractor shall submit correct, itemized invoices timely for all work performed under this contract for the prior thirty days.
- b. Invoice shall include supporting documentation, including the job detail report.
- c. The Court shall pay the Contractor within thirty days from receipt of itemized invoice and after acceptance of such work by the Court's Contract Manager.

**4. Rejection of Work.** Amounts owed to the Court due to rejections of Work or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the Court.

**5. No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

**6. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

**EXHIBIT B**  
**PRICING SHEET**

**Bidder instructions:**

1. Provide pricing in the appropriate space in the table below to perform the work as described in this IFB Statement of work.
2. Pricing shall include all anticipated charges, cost or expenses incidental to the vendor's performance and must be fixed for a period of two (2) years.
3. Provide the maximum escalation for year 3 – 5 below. Escalations will require a 30-day written notice to the Court, prior to the agreement's anniversary date, including any agreement extensions.
4. Quote all pricing FOB Destination.
5. Pricing shall be bidder's Government or most favorable comparable rates.

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED ANNUAL USAGE	RUN FREQUENCY	QUANTITY PER RUN	UNIT OF MEASURE	UNIT PRICE
1	Jury Summons 8.5" x 5" Postcard 100# cardstock No gloss	275,000	Weekly	5,650	Each	\$
2	Failure to Appear (FTA) Notices 6.125 x 4.25" Postcard 90# cardstock No gloss	90,000	Monthly	7,500	Each	\$
3	Non-Criminal Account Receivable Notice 8-1/2" x 11" standard white 50/60# paper #10 Standard white security window envelopes (include pricing for the envelope in the unit cost)	2,400	Weekly	200	Each	\$
4	Postage charge for Jury Summons	275,000	Weekly	5,650	Each	\$
5	Postage charge for Failure to Appear Notice (FTA)	90,000	Monthly	7,500	Each	\$
6	Postage charge for Non-Criminal A/R Notice	2,400	Weekly	200	Each	\$
7	Escalations, if any:	Year 3: _____	Year 4: _____	Year 5: _____		
8	Programming Services, if necessary	N/A	N/A	N/A	Hour	\$

*End of Pricing Sheet*



JobStatus Job Delivered to USPS or Client

Sum of Records	Column Labels			
Row Labels	FIN-NonCrimDelqntAcctsExtract	JRY-FTA	JRY-Summons	Grand Total
2019	4,722			4,722
Qtr4	4,722			4,722
2020	5,375	39,861	214,193	259,429
Qtr1	3,366		28,149	31,515
Qtr2	438		56,898	57,336
Qtr3	900	17,944	67,096	85,940
Qtr4	671	21,917	62,050	84,638
2021	2,119	84,129	275,845	362,093
Qtr1	477	6,466	66,026	72,969
Qtr2	525	25,142	77,898	103,565
Qtr3	631	35,225	72,250	108,106
Qtr4	486	17,296	59,671	77,453
2022	1,831	74,974	218,445	295,250
Qtr1	556	27,323	71,646	99,525
Qtr2	383	18,022	72,249	90,654
Qtr3	625	17,939	67,396	85,960
Qtr4	267	11,690	7,154	19,111
<b>Grand Total</b>	<b>14,047</b>	<b>198,964</b>	<b>708,483</b>	<b>921,494</b>

Annual Estimates:

5,650 Jury Summons Notices printed and sent weekly (275,000 annually) --- these are currently 8.5" x 5" postcards

7,500 Jury FTA Cards printed and sent monthly (90,000 annually) --- these are currently 6.125" x 4.25" postcards

200 Non-Crim Accounts Receivable Notices printed and sent weekly (2,400 annually) --- these are printed on 8-1/2" X 11" paper in #10 security window envelopes

Data files (.xml) are sent for each job.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN  
Jury Services Department  
1661 L St.  
Bakersfield, CA 93301-4527

RETURN SERVICE REQUESTED



Scan this barcode to register,  
reschedule, or submit an excuse.  
You can also visit our website  
[www.Kern.Courts.CA.Gov](http://www.Kern.Courts.CA.Gov)

PRESORTED  
FIRST CLASS  
MAIL  
U.S. POSTAGE  
PAID  
CCS

## OFFICIAL JURY SUMMONS

005101



### PLEASE BRING THIS POSTCARD WHEN REPORTING

NAME: [REDACTED]  
BADGE NO. [REDACTED]  
PIN NO. [REDACTED]  
GROUP NO. [REDACTED]

You have been randomly selected to serve as a trial juror in the Superior Court of California, County of Kern. Please register online before reporting.

To register, reschedule, or submit excuse:

1. Visit [www.Kern.Courts.CA.Gov](http://www.Kern.Courts.CA.Gov)
2. Click "Jury Portal"
3. Enter your badge number
4. Enter your birthdate
5. Click "Sign In"

To receive a reminder message, text your badge number to (661) 371-7207. Have your pin number ready. Please note, you are responsible for appearing on time, whether or not you receive a reminder.

You are scheduled for the week beginning:  
November 07, 2022  
Location: Jury Services Department  
1661 L St.  
Bakersfield, CA 93301  
(661) 868-4700

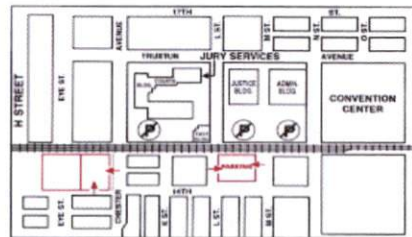
In order to receive reporting instructions, please call the automated system the weekend before your summons start date at (661) 868-4700 or (800) 648-8444. Please have your badge and pin numbers ready. You only need to report when instructed.

Call or email Jury Services [WMJury@Kern.Courts.CA.Gov](mailto:WMJury@Kern.Courts.CA.Gov) with any questions.



**PARKING PERMIT**

Place on your dashboard





SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN  
 Jury Services Department  
 1661 L St.  
 Bakersfield, CA 93301-4527  
 (661) 868-4700

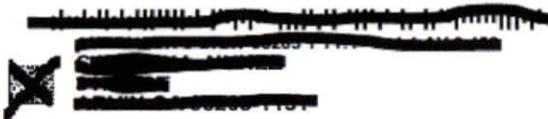
PRESORTED  
 FIRST CLASS  
 MAIL  
 U.S. POSTAGE  
 PAID  
 CCS

RETURN SERVICE REQUESTED

REPORT ON: [REDACTED]

Our records indicate you failed to report for jury duty, a violation of California Code of Civil Procedure Section 209. Please contact our office to reschedule, or follow the instructions on the back of this card and submit an excuse to prevent a possible fine of up to \$1,500.

000001




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### FAILURE TO APPEAR

---

To submit excuse:

1. Visit [www.Kern.Courts.CA.Gov](http://www.Kern.Courts.CA.Gov)
2. Click "Jury Portal"
3. Enter your **badge number**
4. Enter your **birthdate**
5. Click "Sign In"



Badge: [REDACTED]

PIN: [REDACTED]

Call or email Jury Services with any questions.

Telephone: (661) 868-4700

Email: [WMJury@Kern.Courts.CA.Gov](mailto:WMJury@Kern.Courts.CA.Gov)



**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF KERN**  
 1415 Truxtun Avenue  
 Bakersfield, CA 93301  
 RETURN SERVICE REQUESTED



000008

\*\*\*\*\*1\*  
 \*\*\*\*\*SINGLE-PIECE 8 T1:1 B 1 SP 0.570  
 \*\*\*\*\*  
 \*\*\*\*\*LLP  
 \*\*\*\*\*  
 SANLUISOBISPO CA 93401

October 2, 2022

RE: CASE NUMBER B-  
 PARTY NAME:   
 CASE NAME: S

**INVOICE**

The following charges are due and payable immediately

Charge Type	Charge Date	Amount Charged	Balance
Jury Fees - Assessed to Parties	09/26/2022	\$285.00	\$285.00
Jury Fees - Assessed to Parties	09/26/2022	\$660.00	\$660.00
Jury Fees - Assessed to Parties	09/26/2022	\$135.00	\$135.00
Jury Fees - Assessed to Parties	09/28/2022	\$135.00	\$135.00
Jury Fees - Assessed to Parties	09/28/2022	\$418.14	\$418.14
<b>Total</b>			<b>\$1,633.14</b>

**PAYMENT OPTIONS**

**BY MAIL** • Payment in the form of check, cashier's check, money order or credit card can be made payable to **KERN SUPERIOR COURT** and mailed to address listed below. Do not mail cash.

**In Person** • Payment can be made between the hours of 8am - 4pm (Monday through Thursday) or 8am - 12pm (Friday) at the address below.

PLEASE DETACH AND RETURN LOWER PORTION WITH PAYMENT


Party Name	Case #	Balance	Due Date
			<b>DUE UPON RECEIPT</b>

PLEASE FILL OUT PAYMENT INFO BELOW

CARD NUMBER  CVC  EXP DATE

CARDHOLDER'S NAME (PLEASE PRINT)

CARDHOLDER'S SIGNATURE

Note: If paying by credit card, a convenience fee, in the minimum amount of 1.99% of the transaction amount, will be charged to your credit card account.

**PLEASE DO NOT MAIL CASH**

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF KERN**  
 ATTN: B-Civil  
 1415 Truxtun Avenue  
 Bakersfield, CA 93301  
 661-868-7205

**ATTACHMENT 1**  
**ADMINISTRATIVE RULES GOVERNING IFBS**  
**(NON-IT GOODS)**

**1. COMMUNICATIONS WITH COURT REGARDING THE IFB**

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to [[purchasing@kern.courts.ca.gov](mailto:purchasing@kern.courts.ca.gov)] (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

**2. QUESTIONS REGARDING THE IFB**

- A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the JBE does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available.

**3. ERRORS IN THE IFB**

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



- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the JBE's satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

**4. ADDENDA**

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

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

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

**6. ERRORS IN THE BID**

If errors are found in a bid, the Court may reject the bid; 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 Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

**7. RIGHT TO REJECT BIDS**

- A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids 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 bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a



contract resulting from this IFB is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the JBE's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.

- C. The Court reserves the right to issue similar IFBs in the future. The IFB 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 bid.
- D. Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

## 8. EVALUATION PROCESS

- A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.
- B. Bids 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 IFB.
- C. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- E. 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 Bidders, who may attend the coin toss at their own expense.

## 9. DISPOSITION OF MATERIALS

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

## 10. PAYMENT

- A. Payment terms will be specified in any contract that may ensue as a result of the IFB.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Bidder. The Court

may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the JBE and the selected Bidder.

**11. AWARD AND EXECUTION OF CONTRACT**

- A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

**12. FAILURE TO EXECUTE THE CONTRACT**

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to execute the contract 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 contract. If the successful Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

**13. NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Leticia Rojo, Supervising Buyer for the Superior Court of California, County of Kern

**14. ANTI-TRUST CLAIMS**

- A. In submitting a bid to the JBE, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the JBE 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 Bidder for sale to the JBE pursuant to the bid. Such assignment shall be made and become effective

at the time the Court tenders final payment to the Bidder. (See Government Code section 4552.)

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

#### **15. AMERICANS WITH DISABILITIES ACT**

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Bidders should be directed to Travis Andreas, Deputy CEO of Finance.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN  
PURCHASE ORDER TERMS AND CONDITIONS**

**ACCEPTANCE:** BY DELIVERING THE ORDERED GOODS OR COMMENCING PERFORMANCE UNDER THIS ORDER, VENDOR AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS IN OR REFERENCED BY THIS DOCUMENT (COLLECTIVELY, THE "ORDER"). THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN COURT AND VENDOR, AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY COURT'S DULY AUTHORIZED REPRESENTATIVE.

**AUDIT RIGHT:** Vendor must maintain records relating to performance and billing by Vendor under this Order until five years after final payment. During the period of time that Vendor is required to retain such records, Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

**DELIVERY AND PACKING SLIPS:** Time is of the essence to delivery and any other performance required of Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order will be "F.O.B. Destination-Freight Prepaid." Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Vendor must arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. An itemized packing slip with Court's Order number, description of the goods, quantity and unit of measure and item/part number must be included in the shipment of the goods. If Vendor ships multiple containers for the Order, Vendor must also number the containers with shipping labels, identify the total number of containers, and identify the container in which the packing slip is enclosed. Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Vendor bears the risk of loss or damage to the goods purchased under this Order in the event of and from the time Court gives notice of rejection or termination of this Order.

**DISPUTE RESOLUTION:** The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Order.

**INDEMNITY:** Vendor will indemnify, defend, and hold harmless Court, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of (i) a defect, whether latent or patent, in the goods or services purchased hereunder, (ii) an act or omission of Vendor, its agents, employees, independent contractors, or subcontractors in the performance of this Order, (iii) the alleged or actual infringement of any third party intellectual property or other rights by the goods or services purchased hereunder, and (iv) a breach of a representation, warranty, or other provision of this Order. 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 Order or delivery and acceptance of the goods and services. This indemnity does not cover claims, losses or expenses to the extent they arise out of the gross negligence of court.

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

**INSURANCE:** Vendor will maintain insurance that is sufficient in scope and amount to permit Vendor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Vendor's performance of this Order. Vendor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Order.

**INVOICES, PAYMENT AND SETOFF:** Court has no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor's name and remit address, (iii) the nature of the invoiced charge, (iv) the total



*Purchase Order  
Terms & Conditions*

invoiced amount, and (v) such detail as is reasonably necessary to permit Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to Court due to rejections of goods or services or discrepancies in an invoice will be, at Court's option, fully credited against future invoices payable by Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by Court. Court has the right at any time to set off any amount owing from Vendor to Court against any amount payable by Court under this Order or any other transaction or occurrence.

**LEGAL COMPLIANCE:** (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical) including HIV and AIDS, medical condition (including cancer and genetic characteristics), marital or domestic partner status, age (40 and over), request for family and medical care leave, sex (including gender and gender identity) or sexual orientation. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," (as may be amended from time to time) posted at [http://www2.courtinfo.ca.gov/phoenix\\_termsandconditions3.pdf](http://www2.courtinfo.ca.gov/phoenix_termsandconditions3.pdf). If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to Court. This Order shall be governed by the laws of the State of California without regard to its conflict of laws provisions. For Orders \$100,000 or more, Vendor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); and (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act or the California Fair Employment and Housing Act.

**PREVAILING WAGE:** For public works projects over \$1,000, this Order incorporates the terms and conditions set forth in the document entitled "Prevailing Wage Required Provisions," (as may be amended from time to time) posted at <http://www2.courtinfo.ca.gov/Prevailing-Wage-Attachment.pdf>.

**STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Vendor is an independent contractor and while performing work on or off Court's premises neither it nor any of its agents or employees will be considered agents or employees of Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of Court, and any attempted assignment, subcontract, or delegation is void. Subject to the foregoing, the terms and conditions of this Order apply to any assignee, subcontractor, or delegate.

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

**WARRANTIES:** Vendor warrants that it complies with all applicable laws and regulations, and that it shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable laws and regulations for the performance of Vendor's obligations. Vendor warrants that all goods delivered will (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and fit for the purposes intended by Court to the extent disclosed to Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations, and in accordance with industry standards.

ATTACHMENT 2 – MASTER SERVICE AGREEMENT TERMS AND CONDITIONS

STANDARD AGREEMENT rev Jan. 2022



AGREEMENT NUMBER <b>[Agreement number][A1]</b>
---

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **[name of the judicial branch entity]**.
2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes one or more options **[A2]** to extend through **[Date or “N/A”]**.
3. The maximum amount the JBE may pay Contractor under this Agreement is **[\$[Dollar amount]** (the “Contract Amount**[A3]**”). **[The maximum amount the JBE may pay Contractor is (i) \$[Dollar amount] during the Initial Term, and (ii) \$[Dollar amount] during the Option Term.[A4]**
4. The purpose or title of this Agreement is: **[Purpose or descriptive title]**.

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

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

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Unruh Civil Rights Act and FEHA Certification **[Only when entering into or renewing a contract \$100,000 or more]**

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>[JBE name]</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
DATE EXECUTED <b>[Date]</b>	DATE EXECUTED <b>[Date]</b>
ADDRESS <b>[Address]</b>	ADDRESS <b>[Address]</b>



[APPENDIX A][A5]

Goods and Services

1. Background and Purpose.

- [A6]
- 

2. Goods

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

- [A7]
- 

2.2 **Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid” [A8], to the JBE at [address][A9]. Title to the Goods vests in the JBE upon payment of the applicable purchase price.

2.3 **Inspection and acceptance criteria.**

- [A10]
- 

2.4 **Goods Warranties**[A11]. Contractor warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

3. Services.

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

- [A12]
- 

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

- [A13]
- 

3.3 **Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. [The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. ] [A14] Contractor will not be paid for any rejected Services or Deliverables.

- [A15]
- 

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

- [A16]
- 

- 3.5 Project Managers.** The JBE's project manager is: [Insert name]. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: [Insert name]. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 3.6 Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
- 3.7 Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 3.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 3.9 Stop Work Orders.**
- A.** The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
- B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C.** The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

4. **Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.



**ATTACHMENT 1**  
**ACCEPTANCE AND SIGNOFF FORM**<sup>[A17]</sup>

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

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

The Services or Deliverables are:

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

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

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

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

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

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

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

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

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

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

END OF ATTACHMENT

## APPENDIX B

### Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts [A18] for Goods that the JBE has accepted:
  - [A19]
  -
3. **Compensation for Services.**
  - 3.1 **Amount.** Contractor will invoice the following amounts [A20] for Services or Deliverables that the JBE has accepted:
    - [A21]
    -
  - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) [A22] of each such payment until the JBE accepts the final Deliverable.
  - 3.3 **No Advance Payment.** The JBE will not make any advance payment for Services [A23].
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBE.
  - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - [A24]
    -
  - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to the maximum amounts set forth in the JBE's [A25] travel expense policy.
  - 4.3 **Expense Limit.** Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$[Dollar amount] for the Initial Term and \$[Dollar amount] [A26] for the Option Term [A27].
  - 4.4 **Required Certification [A28].** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
5. **Invoicing and Payment**

- 5.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
- 5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 6. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.



APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE 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** <sup>A29</sup>. Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (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 JBE, the JBE advises are unacceptable to the JBE.

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 JBE 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 JBE.
- 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 JBE's discretion and Contractor's expense the following insurance [A30] 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 JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$[Dollar amount][A31].
- 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 JBE all deductibles and self-insured retentions that exceed \$100,000 [A32] per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE'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 JBE, 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 JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE.
- 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 JBE, 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 JBE 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 JBE 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 JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE 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 JBE may, at its sole option, extend this Agreement for a single one-year term[A33], at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JBE 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[A34].** Contractor must provide notice to the JBE 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 JBE 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 JBE 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 JBE, 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 JBE 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 JBE, 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 JBE'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 JBE 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 JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
  - 7.5 **Rights and Remedies of the JBE.**
    - 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 JBE 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 JBE 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 JBE'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 JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE 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 JBE for such goods and services be excluded under this



Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. 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 JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE's termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE'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 JBE. 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 JBE:
[name, title, address]	[name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

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

10. **Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only* [A35] *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 JBE 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 JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child



and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE 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 JBE 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 JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.
- 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 JBE 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 JBE 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 JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the JBE. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

**10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE 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 JBE has not been injured thereby, or (b) the JBE 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 JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal



malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. 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 JBE 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 JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. 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 JBE. "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 JBE 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 JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE 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 JBE 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 JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE 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 JBE'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 JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE 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 JBE 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 JBE 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 JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
- 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.]<sup>A36</sup> 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 JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX D

### Defined Terms

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

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

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

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

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

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

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

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

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

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

**“Goods”** is defined in Appendix A.

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

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

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

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

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

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

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

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

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

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


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

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

1. Proposer accepts Attachment 2: Superior Court of Kern County Standard Terms and Conditions ("Attachment 2") without exception.

**OR**

2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

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



**ATTACHMENT 4  
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 JBE to submit a bid.

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

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

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

**OR**

2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the JBE to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the JBE 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.

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

## ATTACHMENT 5 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, and sign, date. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). Return this form to your court representative who will forward it to the Judicial Council of California.

### SECTIONS 2 THRU 5 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

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> PARTNERSHIP               | <input type="checkbox"/> CORPORATION         | <input type="checkbox"/> EXEMPT (NON-PROFIT) |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> CORPORATION - LEGAL | <input type="checkbox"/> GOVERNMENT          |
| <input type="checkbox"/> CORPORATION - MEDICAL     | <input type="checkbox"/> OTHER -             | <input type="checkbox"/> 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.*

NOTE  
A taxpayer  
identification number  
is required

### 4 Resident Status check the appropriate box

- California Resident - Qualified to do business in California or maintains place of business
- California Nonresident (see 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

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 Contact Information and signature

VENDOR REPRESENTATIVE'S NAME (Type or Print)

TITLE

E-MAIL

AUTHORIZED VENDOR SIGNATURE

DATE

TELEPHONE

### SECTION 6 TO BE COMPLETED BY COURT

### 6 Vendor Category

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

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> ARBITRATOR  | <input type="checkbox"/> COURT REPORTER                 | <input type="checkbox"/> GRAND JURY                           | <input type="checkbox"/> SETTLEMENTS/AWARDS                    |
| <input type="checkbox"/> BENEFIT PROVIDER                                      | <input type="checkbox"/> DECEASED FINAL PAYMENT         | <input type="checkbox"/> MEDIATOR                             | <input type="checkbox"/> VOLUNTEER                             |
| <input type="checkbox"/> CONTRACTOR  | <input type="checkbox"/> EMPLOYEE                       | <input type="checkbox"/> RENT                                 | <input type="checkbox"/> OTHER ( <i>description required</i> ) |
| <input type="checkbox"/> COURT APPT. COUNSEL                                   | <input type="checkbox"/> GARNISHMENT TRUSTEE            | <input type="checkbox"/> RETIREE - MEDICAL PREMIUM REIMBURSE. |  |
| <input type="checkbox"/> COURT INTERPRETER: ( <i>indicate language</i> ) _____ | <input type="checkbox"/> RETIREE - "IN LIEU OF" PAYMENT |   |  |

### Court Contact

COURT CONTACT NAME

PHONE NUMBER

EMAIL

**FOR JCC USE ONLY** (Form updated 3/8/2019)

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**

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

**SECTION 6 TO BE FILLED OUT BY COURT**

<b>6</b>	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. <b>Not including court contact information may delay processing the request.</b></p>
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**Privacy Statement:** Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

**ATTACHMENT 6  
IRAN CONTRACTING ACT CERTIFICATION**

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

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

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

***OR***

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

**CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

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



*ATTACHMENT 7*

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

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

**CERTIFICATIONS:**

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

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

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