

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA, COUNTY OF
NEVADA***

REGARDING:

*Courtesy Notice of Bail Forfeitable print and mailed.
Request Number: RFP-MAIL-122112*

PROPOSALS DUE:

January 4th, 2013 NO LATER THAN 3:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Nevada (Court) is requesting proposals from highly qualified independent contractors with expertise in processing, printing, and mailing services for the Court.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks highly qualified vendors to provide printing, processing and mailing of the Courts traffic courtesy notices. The products and services provided shall be in accordance with the General Terms and Conditions set forth herein.

The Court will provide digital files that contain the mailers to be printed on 8 ½” by 11” paper, double sided, perforated and inserted into an windowed envelope with a preprinted return envelope and mailed to the designated recipient by the vendor within the allotted timeframe.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>12/10/12</i>
Deadline for questions	<i>12/21/12</i>
Questions and answers posted	<i>12/21/12</i>
Proposals Due	<i>01/04/13 3:00PM</i>
Evaluation of proposals (<i>estimate only</i>)	<i>1/11/13</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>1/14/13</i>
Contract start date (<i>estimate only</i>)	<i>2/01/13</i>
Contract end date (<i>estimate only</i>)	<i>2/01/16</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 5: Statement of Work	This form contains the statement of work.
Attachment 6: Sample Form	This is a sample of the mail that will be processed and mailed.
Attachment 7: Pricing Sheet	This is the pricing sheet for detailed pricing.
Attachment: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.

5.0 PAYMENT INFORMATION

THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.

Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor.

Payment terms will be specified in any contract that may ensue as a result of the RFP.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and two (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Superior Court of California, County of Nevada
ATTN: David Schlothauer
201 Church Street
Nevada City, CA 95959
Office: (530)265-7286
- 6.4 Late proposals will not be accepted.
- 6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

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

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. Names, addresses, and telephone numbers of a minimum of two (2) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- d. Vendor Qualifications – Provide a narrative or document for the following:
 - i. Company overview, number of clients and number of year's in business performing printing/mailing service.
 - ii. Overview of company Disaster/Readiness plan including any redundant facilities/equipment or cooperative agreements with other vendors.
 - iii. Proof of financial solvency/stability (e.g., balance sheets and income statements).
- e. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer 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 Proposer 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 any of the attached Terms and Conditions (Attachment 3) will render a proposal "non-responsive".**

f. Certifications, Attachments, and other requirements.

i. Proposer **must include** the following certification in its proposal:

Proposer 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.

ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its proposal.

iii. If Proposer is **(i)** a corporation, limited liability company, or limited partnership, and **(ii)** the agreement resulting from this RFP will be performed in California, then Proposer must state/certify they are in good standing and qualified to conduct business in California.

iv. Proposer must include copies of current business licenses, professional certifications, or other credentials.

g. Sample of finished product.

i. Using the attached printout as a guideline, Proposers **must include** a sample of what the finished product will look like using Proposer's systems, stock and envelopes.

7.2 **Cost Proposal.** The following information must be included in the cost proposal. (Attachment 7)

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

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

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

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

8.0 OFFER PERIOD

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

9.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the Court will post an intent to award notice at the courts website @ www.nevadacountycourts.com

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Cost</i> - Attachment 7	50
<i>Experience and Qualifications</i> - Section 7.1.d	15
<i>References</i> - Section 7.1.c	15
<i>Work Plan Evaluation.</i> - Attachment 5, Section 2	10
<i>Ability to meet timing requirements</i> - Attachment 5, Section 2	10

10.0 INTERVIEWS

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

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court may disclose all information contained in a proposal, including information marked as confidential or proprietary.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

Information submitted relevant to DVBE will be reviewed and verified in conjunction with the policies and reporting requirements outlined in PCC 10115.10.

13.0 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). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is 5 business days prior to the closing date and time of this solicitation. Protests should be sent to:

Superior Court Of California, County of Nevada
ATTN: Tonya Clark
201 Church Street
Nevada City, CA 95959

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

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to *dschlothauer@nevadacountycourts.com* (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

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

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

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

in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

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

8. EVALUATION PROCESS

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

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

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

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

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

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

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

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to David Schlothauer.

ATTACHMENT 2

GENERAL TERMS AND CONDITIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. CONTRACTOR certifies that the following representations and warranties are true:

- A. **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. This Agreement constitutes a valid and binding obligation of CONTRACTOR, enforceable in accordance with its terms. CONTRACTOR is qualified to do business and in good standing in the State of California.
- B. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with COURT.
- C. **Sales and Use Tax Collection.** CONTRACTOR collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- D. **No Gratuities.** CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- E. **No Conflict of Interest.** CONTRACTOR has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. Or 87100 et seq; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- F. **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.
- G. **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to CONTRACTOR'S knowledge, threatened against or affecting CONTRACTOR or CONTRACTOR's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on CONTRACTOR'S business, the validity or enforceability of this Agreement, or CONTRACTOR'S ability to perform this Agreement.
- H. **Compliance with Laws Generally.** CONTRACTOR complies in all material respects with all laws, rules, and regulations applicable to CONTRACTOR'S business and services, and pays all undisputed debts when they come due.
- I. **Work Eligibility.** All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- J. **Drug Free Workplace.** CONTRACTOR provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- K. **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.

- L. **Non-discrimination.** 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 (PCC 10295.3), 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 has notified in writing each labor organization with which CONTRACTOR has a collective bargaining or other agreement of CONTRACTOR'S obligations of non-discrimination.
- M. **Special Provisions Regarding Compliance with National Labor Relations Board Orders.** If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one contractor (but not to exceed in the aggregate \$7,500 per year from the CONTRACTOR), 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.
- N. **Special Provisions Regarding Discharge Violations.** If CONTRACTOR is a private entity, CONTRACTOR is not in violation of any order of resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. CONTRACTOR has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.
- O. **Jury Duty.** For actual jury service, CONTRACTOR'S regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent CONTRACTOR'S policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.
- P. **Special Provisions Regarding DVBE Participation/Certification.** If CONTRACTOR made a commitment to achieve disabled veterans business enterprise participation, CONTRACTOR shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime CONTRACTOR received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of the Agreement; (3) the amount each DVBE received from the CONTRACTOR; (4) that all payments under this agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation what was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- Q. **Recycled Products/Post Consumer Material.** If CONTRACTOR will sell to the COURT, or use in the performance of the Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubrication oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) CONTRACTOR shall use recycled products in the performance of

this Agreement to the maximum extent doing so is economically feasible, and (ii) 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.

2. Status of CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and all Officers are employees of CONTRACTOR and not of COURT. CONTRACTOR shall be solely responsible for payment of wages to Officers for services performed by them for COURT. CONTRACTOR shall be responsible for withholding Federal and State income taxes and for paying FICA and SDI taxes as required by law.

3. Hiring CONTRACTOR'S Employees COURT agrees that it will not, either during the term of this Agreement or for a period of one (1) year following the termination of the Agreement, hire for its own employment any of the employees of CONTRACTOR who performed services at any time under the terms of this Agreement, except with the written approval of CONTRACTOR.

4. Hiring Prior Court Employees

For a period of twelve (12) months following the last day of employment, CONTRACTOR agrees not to hire any former COURT employees for the purpose of assignment to either Courthouse as a Security Guard without the prior written consent of Court Executive Officer.

5. Antitrust Claims

Contractor shall assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by CONTRACTOR for sale to the COURT. Such assignment shall be made and become effective at the time the COURT tenders final payment to CONTRACTOR. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, CONTRACTOR shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by CONTRACTOR but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by CONTRACTOR, the COURT, shall within one (1) year from such demand, reassign the cause of action assigned under this part if the CONTRACTOR has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action of the cause of action.

6. Term

This Agreement shall commence on February 1, 2013 and shall continue for three (3) year. Thereafter this Agreement may be continued at the sole discretion of COURT on a month-to-month basis unless specifically cancelled by either party upon 30 days written notice.

7. Attorney Fees

If either party is required to and does commence any action, suit, or litigation for the enforcement of this agreement or for the breach of the same or any part thereof, the prevailing party in any such action, suit, or litigation shall be entitled, in addition to costs, to reasonable attorney's fees to be fixed by COURT in any such action, suit, or litigation. If such action, suit, or litigation is pursued to judgment, said attorney's fees shall be and become a part of the judgment as costs. If either party is required to and does commence an action to compel arbitration and pursues the matter to judgment, the prevailing party in any such action to compel arbitration shall be entitled to reasonable attorney's fees to be fixed

by COURT. If either party receives an arbitration award, and in order to enforce the same is required to hire and engage the services of an attorney, then the party not provided the award must pay the awarded party's attorney's fees.

8. Venue

This Agreement is to be construed under the laws of the State of California and any legal action, suit, or litigation shall be brought in Nevada County, California.

9. Indemnity

Nothing herein shall be construed as a limitation of CONTRACTOR'S liability, and CONTRACTOR shall indemnify, defend, and hold harmless COURT and its officers, judges, employees, agents, and volunteers from any and all liabilities, claims, demands, damages, losses, and expenses (including, without litigation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of CONTRACTOR, except such loss or damage which was caused by the sole negligence or willful misconduct of COURT or its officers, judges, employees, agents, or volunteers.

10. Union Activities

No COURT funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If CONTRACTOR incurs costs, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no COURT funds were used for those expenditures. CONTRACTOR will provide those records to the Attorney General upon request.

11. Insurance

11.1 Basic Coverage. CONTRACTOR shall provide and maintain at CONTRACTOR'S expense the following insurance during the Term:

- A. **Workers Compensation and Employer's Liability.** The policy is required only if CONTRACTOR has employees. It 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 million per accident or disease;
- B. **Commercial General Liability.** The policy must cover bodily injury and property damage liability, including coverage for the products-completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.

11.2 Additional Insured Status. CONTRACTOR shall require CONTRACTOR'S commercial general liability insurer and, if applicable, CONTRACTOR'S commercial umbrella liability insurer to name COURT and Court Personnel as additional insured's with respect to liability arising out of CONTRACTOR'S Services under this Agreement.

11.3 Certificates of Insurance. Before CONTRACTOR begins performing services, CONTRACTOR shall give COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be cancelled, terminated, or amended to reduce coverage without 15 days prior written notice to COURT. Any replacement certificates of insurance are subject to the approval of COURT, and without prejudice to COURT, CONTRACTOR shall not perform work before COURT approves the certificates.

11.4 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.

11.5 Required Policy Provisions. Each policy must provide as follows:

- A. **Insurance Primary; Waiver of Subrogation.** The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by COURT and Court Personnel, and the basic coverage insurer waives any and all rights of subrogation against COURT and Court Personnel; and

B. **Separation of Insured.** The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

11.6 Partnerships. If CONTRACTOR is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

- A. **Separate.** Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
- B. **Joint.** Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

11.7 Consequence of Lapse. If required insurance lapses during the Term, COURT is not required to process invoices after such lapse until CONTRACTOR provides evidence of reinstatement that is effective as of the lapse date.

12. Default and Remedies

12.1 Default. A default exists under this Agreement if:

- A. CONTRACTOR fails or is unable to meet or perform any of CONTRACTOR's duties under this Agreement, and this failure is not cured with 10 days following notice of default or is not capable of being cured within this cure period;
- B. 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;
- C. CONTRACTOR makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by CONTRACTOR to (i) enable CONTRACTOR lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

12.2 Notice. CONTRACTOR shall notify Court immediately if CONTRACTOR defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

12.3 Remedies

- A. **Available Remedies.** Court may do any of the following:
 - (1) 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 COURT and CONTRACTOR;
 - (2) Require CONTRACTOR to enter into non-binding mediation;
 - (3) Exercise, following notice, COURT'S right of early termination of this Agreement provided below; and
 - (4) Seek any other remedy available at law or in equity.
- B. **Remedies Cumulative.** All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

13. Termination and Cancellation; Effect of Expiration or Termination

13.1 Early Termination and Cancellation Rights

- A. **Material Breach of this Contract,** pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COURT may elect to immediately suspend payments hereunder, or terminate this contract, or both, without notice.

- B. If CONTRACTOR fails to timely provide in any manner the services, materials, and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COURT may terminate this Contract by giving five (5) days written notice to CONTRACTOR.
- C. Either party may terminate this Contract for any reason, or without cause, by giving thirty (3) days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions in the **“Notices” in section 14 below**. In the event of termination not the fault of the CONTRACTOR, then CONTRACTOR shall be paid for services performed to the date of termination in accordance with the terms of this Agreement. CONTRACTOR shall be excused for failure to perform services herein if such performance is prevented by acts of GOD, strikes, labor disputes, or other forces over which CONTRACTOR has no control.
- D. COURT, upon giving thirty (30) calendar days written notice to CONTRACTOR, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if COURT or the State of California, as the case may be, does not appropriate funds sufficient to discharge COURT’S obligations coming due under this Agreement.

13.2 Effect of Expiration and Early Termination; Survival

- A. Upon the Termination Date:
 - (1) Court shall be released from compensating CONTRACTOR for Services, other than those CONTRACTOR satisfactorily performed before the Termination Date, and for any indirect costs.
 - (2) Without prejudice to COURT, CONTRACTOR shall be released from performing services.
- B. All provisions of this Appendix will survive the expiration or termination of this Agreement, except for Section 1 and promises regarding the maintenance of insurance in section 11.

14. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to party’s project manager, if one is designated; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

15. Miscellaneous Provisions; Interpretation

14.1 Independent Contractor

CONTRACTOR is an independent contractor to COURT. No employer-employee, partnership, joint venture, or agency relationship exists between CONTRACTOR and COURT.

15.2 Audit and Records

- A. **Audit.** CONTRACTOR shall allow the COURT’S designees and COURT to review and audit CONTRACTOR’s documents and records relating to this Agreement, subject only to a layer’s duty of confidentiality owed to a presented party. CONTRACTOR shall correct errors and deficiencies by the 20th day of the month following the review or audit.

- B. This Agreement is subject to examinations and audit by the State Auditor for a period of (3) years after final payment.
- C. Ownership. The COURT is the exclusive owner of all materials collected and produced in connection with the services. Upon the Termination Date (subject to any mutual agreed period of continuation of services), or upon COURT'S notice at any time, and subject only to the duty of confidentiality owed to a represented party, CONTRACTOR shall give original materials to COURT or to another party at COURT'S discretion. CONTRACTOR shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
 - (1) CONTRACTOR'S receipt of final payment under this Agreement; and
 - (2) The COURT'S resolution with CONTRACTOR of the findings of any final audit.
- D. Copies. CONTRACTOR may retain copies of any original documents CONTRACTOR provides to COURT.

15.3 Confidential Information; Publicity

- A. Confidential Information. CONTRACTOR agrees to hold in confidence the following confidential information CONTRACTOR receives in connection with this Agreement:
 - (1) All written information that is marked confidential;
 - (2) All non-public information in electronic form to which CONTRACTOR has access; and
 - (3) All verbal information the COURT later confirms in writing is confidential.

COURT owns the confidential information, and COURT authorizes CONTRACTOR to use it only for purposes of performing this agreement. For example, CONTRACTOR may give confidential information on a "need-to-know" basis to CONTRACTOR'S professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect COURT'S confidential information to the same extent as this section 15.3. CONTRACTOR may also disclose COURT'S confidential information to the extent necessary to comply with law, provided CONTRACTOR gives the COURT advance notice.

- B. **Publicity.** CONTRACTOR shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT'S Court Executive Officer.
- C. **Specific Performance.** CONTRACTOR understands a default under this section will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that COURT will be entitled to seek.

16. Choice of Law and Jurisdiction

California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

17. 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 §1654.

18. Amendment and Waiver

No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach of default.

19. Authority and Binding Effect

Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do

so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

20. Severability

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

21. Headings

All headings are for reference purposes and only do not affect the interpretation of this Agreement.

22. Time is of the Essence

Time is of the essence of the CONTRACTOR'S performance of services under this Agreement.

23. Counterparts

This Agreement may be executed in counterparts, each which is considered an original.


ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

- ☐ 1. Proposer accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

OR

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

<small>BY (Authorized Signature)</small> 
<small>PRINTED NAME OF PERSON SIGNING</small>
<small>TITLE OF PERSON SIGNING</small>

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 Court to submit a bid.

To submit a bid to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

<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

STATEMENT OF WORK

1. Background

The Superior Court is interested in seeking a vendor that can efficiently and cost effectively produce and mail traffic courtesy notices.

2. Summary of Work

- a. The Vendor shall, within the time frames established by the Court provide a detailed written work plan for traffic courtesy notice mailers based on the following:
 - i. Review the existing forms provided as attachments;
 - ii. Assist in design of the final form for layout, perforation, and folding;
 - iii. Analyze and recommend the most effective and cost efficient method for mailing all forms, including postage;
 - iv. Provide all print stock and mailing supplies, including mailing envelope and return envelope;
 - v. Accept and receive files through an electronic method;
 - vi. Print, fold, stuff and mail files upon electronic receipt within 24-48 hours;
 - vii. Supply a Perforated document for tear off.
 - viii. Insert a preprinted return envelope with Courts address, that vendor shall provide;
 - ix. Apply postage and provide the court monthly itemized statements for actual postage used;
 - x. Provide electronic confirmation of files received, processed and mailed;
- b. Contractor's Project Lead shall
 - i. Be responsible for managing the end result and day-to-day project management;
 - ii. Serve as the contractor's primary contact;
 - iii. Work closely with Court Project Manager;
 - iv. Provide on-going status reports to Court;
 - v. Manage, prepare , and refine the Agreement's end results;
 - vi. Proactively assist with resolution of issues with any aspect of the Work;
 - vii. Proactively anticipate project deviations and take immediate corrective action;

- viii. Work with Project manager to manage and coordinate work and knowledge transfer;
- ix. Be responsible for managing project budget within constraints of Work requirements.

Superior Court Of California
 NEVADA COUNTY SUPERIOR COURT
 201 Church Street, Suite 7
 Nevada City, CA 95959

DOCKET NUMBER: TR12-000105

CITATION NUMBER: 123123

DATE ISSUED: 01/01/2012

First Last
 123 Main Street
 NEVADA CITY, CA 95959

DUE DATE:

CHARGES: VC4000(A)+

Your citation does not require that you appear in person. Your bail has been set at 25.00. You may provide proof of correction and pay \$25.00. Proof of correction must be obtained from a law enforcement officer.

Failure to respond to this notice will result in a \$300.00 civil assessment plus civil collection proceedings and a hold placed on your driver's license.

You must resolve this citation with the Nevada County Superior Court on or before your arraignment date () by choosing one of the following options OR if you wish to appear in court, please see contact information on reverse side.

 Please complete the information below by checking the appropriate box(es), sign, date and include your check or money order (when applicable). Make your check or money order payable to the Nevada County Superior Court and return this portion with your payment

Name: First Last Docket # TR12-000105 Due Date:

☐ I wish to pay my fine/bail and request my case be closed.

☐ I wish to enter a plea of Not Guilty as follows:

☐ I wish to have a Court Trial. You will be notified by mail of the Court Trial date and time.

☐ Trial by Written Declaration. The proper bail amount must be enclosed.

☐ I understand I am waiving my right to a speedy trial.

☐ I am eligible and wish to attend Traffic Violator's School. I have enclosed the total amount due and the \$66.00 Traffic School fee and a self-addressed stamped envelope. PLEASE NOTE: Upon receipt of your Traffic School request, the Court will give you a date to file your proof of completion. This date will not be extended.

Signature: _____ Date: _____ Phone: (____) _____

PLEASE SEE REVERSE FOR FURTHER INFORMATION REGARDING YOUR OPTIONS

Charges have been filed against you in the Superior Court, County of Nevada. Failure to appear or pay your fine by your appearance date (and/or submit proof of correction) will result in either a \$300.00 civil assessment plus civil collection proceedings and a hold being placed on your driver's license or a warrant will be issued for your arrest.

1. **TO PAY BY MAIL:** Make check or money order payable to the Nevada County Superior Court. Write your docket number on the check or money order. Enclose the payment tear off sections of this notice and proof of correction if applicable.

TO PAY BY PHONE: Call 1-800-350-3604, when prompted, **be sure to designate either Nevada City or Truckee Branch.** If you have an insurance violation or any type of correctable violation, you must contact the court prior to paying by phone.

TO PAY ON-LINE: The website to pay on-line is <http://www.officialpayments.com> . If you have an insurance violation or any type of correctable violation, you must contact the court prior to paying on-line.

PLEASE NOTE: THERE IS AN ADDITIONAL FEE WHEN PAYING BY PHONE OR ON-LINE

2. **TRAFFIC VIOLATOR SCHOOL** (if eligible): If this citation includes a moving violation, you may be eligible for traffic violator's school. If you would like information on traffic violator's school, please call our traffic line at (530) 470-2424 (Nevada City) or XXXXX (Truckee) or visit our website at www.nevadacountycourt.com **BEFORE** paying your fine. If you are eligible for and decide not to attend traffic violator's school, your automobile insurance may be adversely affected. **PLEASE NOTE:** only one violation within 18 months can be reported to DMV as a confidential conviction.
3. **CONTESTING YOUR TICKET:** If you wish to contest your ticket, check the appropriate box on the tear off section of this notice. If you wish to have a Court Trial, you will be notified of the court date and time by mail. If you wish to have a Trial by Declaration, you will not need to appear but you must pay the bail (fine) when the request is made. Upon receipt of payment, the court will send you the necessary information and forms. Your case will be decided based on your written declaration and a declaration from the officer who wrote the ticket. You will be notified of the Judge's decision by mail.
4. **CORRECTABLE VIOLATIONS:** If you were cited for a correctable violation, return the signed off citation to the court with the proper fees. **NOTE:** Correction of registration or driver's license may also be signed off at any DMV office. **INSURANCE VIOLATIONS:** Bail will be reduced with proof of insurance that was valid at the time the citation was issued or proof that you are now insured. You must submit the proof of insurance to the court and bail as stated on your notice.
5. **PAYMENT PLANS:** You must contact the court if you wish to set up a payment plan. Please be advised there is a \$35.00 installment account fee added when making payments.

FOR FURTHER INFORMATION YOU MAY CONTACT THE COURT AT:

Nevada City Division: (530) 265-1311
Traffic court is held every Wednesday at 8:30 am. You must call the court if you wish to be placed on calendar.

Truckee Branch: (530) 582-7826
Traffic court is held the first and third Friday of each month at 8:30 am. You must check in by 8:15 am.

ATTACHMENT 7 PRICING SHEET

Individual pricing for:

Courtesy Notice of Bail Forfeitable Mailer

Provide pricing to produce and mail Courtesy Notices and a return envelope.

General specifications: Print double sided on 8 ½" x 11" pre-perforated paper with the lower 3" to be used as a remittance slip. The Courtesy Notices will be folded in thirds and inserted into a double windowed envelope so the addressee and return address are clearly visible. A pre-addressed return envelope (sized accordingly to fit, unfolded, inside the main envelope and accept the remittance slip), will also be inserted into the Courtesy Notice envelope.

Courtesy Notices will be mailed in a double windowed envelope, approximately 4 ¼" x 9 ½". The address is standard 3 line format: (line 1) name, (line 2) street address and/or PO Box, (line 3) city, state and zip code. An allowance should be made for a fourth line in the address field.

For all of the above, please see the sample provided in Attachment 6.

Processing: The average job will consist of:

- 200 to 400 pieces per batch
- One to two batches per week
- 24 to 48 hour turnaround from time of receipt

Cost: Pricing per piece should be inclusive of the following:

- Initial Setup and Form Design. *(font sizing, layout and configuration changes to form and envelopes)*
- File Extraction
- Document Printing, two color, on 8½" x 11" perforated paper
- Inserting mailer and return envelope into double windowed envelope
- Affixing postage using least expensive postage rate
- Quality Assurance of each batch
- Performing necessary pre-sort and mailing of each batch
- Discounts for quantity

	Price Per Piece
Materials/Processing	\$ _____
Postage Rate *	\$ _____
Other <i>(discounts or other fees):</i>	\$ _____
Total	\$ _____

The Court will be billed for actual costs only.

(Current rates we would be expected to pay. Court recognizes postal rates are subject to change.)*