

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

REGARDING:

Juvenile Dependency Representation
RFP# JDR2017

PROPOSALS DUE:

AUGUST 18, 2017 NO LATER THAN **3:00 P.M.** PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, San Benito County (the “Court”) is dedicated to maintaining and improving the quality of justice and services to meet the diverse needs of children, youth, families, and self-represented litigants in the California courts.
- 1.2 The San Benito County Juvenile Dependency Court (“Dependency Court”) is the division of the Court that has responsibility for hearing cases involving children who have been abused or neglected. The legal actions heard by the Dependency Court are described in Welfare and Institutions Code sections 300 et seq.
- 1.3 The mission of the Dependency Court is to protect children, preserve families, and provide permanency for children while treating all with dignity and respecting diversity.
- 1.4 Legal services provided to children and parents will take into consideration issues of diversity, including race, ethnicity, sex, age, sexual orientation, religion, and culture.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks to identify and retain a qualified individual or firm to provide high-quality, cost-effective legal representation in juvenile dependency proceedings. The services to be provided are described in Attachment 2: Court Contract (the “Contract”).

The selected proposer will provide legal services approximately from **January 1, 2018 to December 31, 2020 with two (2) one-year renewal terms solely at the Court’s option.**

The selected proposer must provide its own office space within the city limits of Hollister, California for the purpose of meeting and/or interviewing clients. The office space shall be available Monday through Friday by appointment, except for holidays. Contractor will maintain a local 831 phone and fax number.

The Court hears juvenile dependency cases at the courthouse located at 450 Fourth Street in Hollister. Below is the current Dependency Court schedule, which is subject to change:

Monday:	beginning at 1:30pm
Tuesday:	no dependency court (see note below)
Wednesday:	no dependency court (see note below)
Thursday:	no dependency court (see note below)
Friday:	no dependency court (see note below)

NOTE: Detention hearings can be scheduled daily, if necessary.

The services include representation for children at all phases of dependency, including without limitation, detention hearings, all subsequent proceedings before the court,

termination proceedings, and proceedings related to the institution or setting aside of a legal guardianship. The services also include representation for parents when a conflict prevents representation of a child in a specific case.

Currently the caseload varies from 50 to 75 cases a year. A proposal should take into account both this range and normal case increases.

As part of the services, the selected proposer will be required to file numerous reports with the Court. See Exhibit B, section B.6 and Exhibit D of the Contract for more information.

The selected proposer will need to have commercial general liability insurance, professional liability insurance, automobile liability insurance, and workers compensation/employer’s liability insurance (if applicable). See Exhibit A, section A.7 of the Contract for more information, including minimum policy values.

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	May 15, 2017
Deadline to register for Pre-proposal Conference Call	June 9, 2017, 12:00 p.m. (Pacific Time)
Pre-proposal Conference Call	June 12, 2017, 10:30 a.m. (Pacific Time)
Latest date and time questions regarding the RFP may be submitted (see Attachment 1 sections 1 and 2)	July 7, 2017, 5:00 p.m. (Pacific Time)
Questions and answers posted	July 17, 2017, 5:00 p.m. (Pacific Time)
Latest date and time proposal may be submitted	August 18, 2017, 3:00 p.m. (Pacific Time)
Anticipated interview dates (<i>estimate only</i>)	August 28 - 30, 2017
Notice of Intent to Award (<i>estimate only</i>)	September 15, 2017
Finalize and execute contract (<i>estimate only</i>)	September 19 - 22, 2017
Contract start date	January 1, 2018
Contract end date (initial term)	December 31, 2020

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 Contract	If selected, the person or entity submitting a proposal (the "Proposer") must sign this agreement (the "Contract").
Attachment 3: Proposer's Acceptance of Contract	On this form, the Proposer must indicate acceptance of the Contract or identify exceptions to the Contract
Attachment 4: Certifications	The Proposer must complete the Certifications Form and submit the completed form with its proposal.
Attachment 5: Cost Proposal	Proposer must complete the Cost Proposal, which has two parts (i) the Cost Sheet and (ii) the Budget Template for 2018.
Attachment 6: Payee Data Record	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: DVBE Forms	Optional. Completion of these two forms is required only if the Proposer wishes to claim the disabled veteran business enterprise incentive. See section 13 below.

5.0 PAYMENT INFORMATION

The Court will pay a flat rate for all work performed pursuant to the Contract. Proposers must submit a Cost Proposal with the flat rate amounts for each of the three years in the initial term (2018-2020). If the Court exercises the first renewal term (for 2021), the flat rate for the first renewal term shall remain at the amount for 2020. If the Court exercises the second renewal term (for 2022), the flat rate for the second renewal term shall be agreed by the Parties in an Amendment.

The Court will also reimburse certain expenses, as detailed in the Contract, up to a specified maximum amount. The Proposer shall not request nor shall the Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job, nor will the Court pay for any overtime work.

6.0 PRE-PROPOSAL CONFERENCE CALL

The Court will hold a pre-proposal conference call on the date identified in the timeline above. The pre-proposal conference call will serve to clarify the requirements of this RFP.

Proposers planning to attend the conference must contact admin@sanbenito.courts.ca.gov by the date specified in the timeline above to

register. Registered participants will be sent dial-in details for the conference call via email.

Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 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.
- 7.2 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 one (1) copy** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and one (1) copy** 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.
 - c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Superior Court of California, County of San Benito
Attn: Gil Solorio
450 Fourth Street
Hollister, CA 95023
- 7.4 Late proposals will not be accepted. The Court is not responsible for any delays in delivery.

- 7.5 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.

8.0 PROPOSAL CONTENTS

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

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. A statement as to whether the proposer is an individual, partnership, corporation, LLC, LLP, or other type of entity.
- c. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- d. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. Resumes for attorney staff must demonstrate training and experience necessary to comply with San Benito Superior Court Local Rules, Rules 13.3 through 13.5.
- e. Names, addresses, and telephone numbers of a minimum of three (3) references. References may be clients; courts; judicial officers; attorneys who are familiar with the proposer's dependency representation, including opposing counsel; and system partners such as the County's Health and Human Services Agency staff. The Court may check references listed by the Proposer.
- f. Work plans.
 - i. An **organization and staffing plan** regarding the proposer's proposed organizational structure, including the following:
 - Number and FTE status of attorneys included in the proposal;
 - Number, classification and FTE status of non-attorney staffing, if applicable;
 - Proposed number of clients per attorney (counting each child as a client, irrespective of sibling group affiliation).
 - ii. A **courtroom coverage and calendar management plan** that includes each of the following elements:
 - a. A description of how proposer will avoid calendaring conflicts with its other cases (if applicable).

- b. Proposer must describe how substitute counsel will be provided when an attorney is unavailable due to vacation, illness, or other unavoidable absence.
- c. If proposer is or will assign a single attorney to provide the services, the plan must include a list of proposed substitute counsel.

Note that substitute counsel (i) are subject to the competency and education requirements specified in rule of court and are subject to the prior approval of the Court, and (ii) must be prepared to address substantive case issues in order to avoid court delay.

iii. A **supervision plan** that describes how proposer will supervise work and work products to ensure the quality and adequacy of dependency representation, for both attorney and non-attorney staff. A supervision plan is not required if proposer is an individual and has no staff.

iv. A **conflict of interest plan** that describes how proposer will identify and handle conflict situations. The plan must describe how all potential levels of conflicts will be addressed. The plan must describe how secondary conflicts will be identified and avoided, including conflicts that may arise due to proposer's representation of parties in non-dependency matters, if applicable.

v. A **facilities plan** that identifies the proposed locations of office and client interview facilities. If the proposed office location is outside of San Benito County, proposer must, at a minimum, provide a client interview location in San Benito County that is accessible to clients Monday through Friday, and must provide local telephone and fax numbers for client contact. The selected proposer may not use the court facilities as office space or as an interview location.

vi. A **reporting plan** that describes how proposer will maintain case and statistical information required for reporting and billing purposes, as specified in Exhibits B and C of the Contract.

g. Acceptance of the Contract.

i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Contract that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change. Although the Court will consider alternate language, the Court will not be bound by contract language received as part of a proposal. If the proposer requires that the Court be bound by some or all of the proposed contract language, the proposal may be considered non-responsive and may be rejected.

h. Certifications and other requirements.

- i. The Proposer must complete the three certification forms contained in Attachment 4 and submit the completed certification forms with its proposal.
- ii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

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

- i. The Cost Sheet in Attachment 5.
- ii. A detailed line item annual budget for the year 2018. Proposers must present this information in the form of the Budget Template, included in Attachment 5. All proposers are required to complete parts B, C, and D of the Budget Template. Proposers whose proposals include staff must also complete part A of the Budget Template.

9.0 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.

10.0 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 www.sanbenito.courts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plans submitted	17

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	40
Experience	25
Acceptance of the Contract	15
DVBE incentive	3

11.0 INTERVIEWS AND FURTHER INFORMATION

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.

The Court reserves the right to ask for further information from the proposer, either in writing or verbally.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the

DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 10.0 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Because this solicitation is for non-IT services, a Proposer may not qualify for the DVBE incentive using a DVBE Business Utilization Plan.

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (included as part of Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (also included as part of Attachment 7) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration.

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

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

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is July 7, 2017. Protests must be sent to:

Nancy Iler
450 Fourth Street
Hollister, CA 95023

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

1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to admin@sanbenito.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the words "RFP Number JDR2017" in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

4. ADDENDA

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

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP. 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.
- C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to answer these questions may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of

agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

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

RFP Title: Juvenile Dependency Representation
RFP Number: JDR2017

Maria Alfaro
450 Fourth Street
Hollister, CA 95023

**ATTACHMENT 2
COURT CONTRACT**

The Contract begins on the next page.

Superior Court of California, County of San Benito
AGREEMENT COVERSHEET

AGREEMENT NUMBER [Agreement Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

- In this Agreement, the term “**Contractor**” refers to **[Contractor name]**, and the term “**Court**” refers to the Superior Court of California, County of San Benito.
- This Agreement becomes effective as of **[Date]** (the “**Effective Date**”) and expires on December 31, 2020 unless extended pursuant to paragraph A.19.
- The maximum amount that the Court may pay Contractor for the three year term under this Agreement is **[\$Dollar Amount]**. The maximum amount that the Court may pay Contractor during the any single year of this Agreement is **[\$Dollar Amount]**.
- The title of this Agreement is: San Benito Dependency Counsel Agreement.

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

- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet and the following exhibits) contains the parties’ entire understanding related to the subject matter of this Agreement.

Exhibit A – Terms and Conditions
 Exhibit C – Payment Terms

Exhibit B – Scope of Service and Service Levels
 Exhibit D – Data Collection Requirements and Forms

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of San Benito	[Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Gil Solorio, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS 450 Fourth Street Hollister, CA 95023	ADDRESS [Address]

EXHIBIT A TERMS AND CONDITIONS

A.1. Definitions

When capitalized in this Agreement, the following words have the following meanings:

- A. **“Amendment”** means a written document issued by the Court and signed by Contractor which alters the Agreement and identifies the following: (1) a change in the Services; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- B. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the business of the Court or any other Judicial Branch Entity. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a third party free of the obligation of confidentiality to the disclosing party.
- C. **“Contract”** mean(s) the entire integrated agreement between the Court and Contractor, as attached to and incorporated by a fully-executed Coversheet issued by the Court. The term “Contract” may be used interchangeably with the term **“Agreement.”**
- D. **“Contract Amount”** means the maximum amount the Court may pay Contractor under this Agreement. The Contract Amount is stated on the Coversheet, and will be unilaterally updated by the Court if it exercises a renewal term.
- E. **“Coversheet”** means the signature page of this Agreement.
- F. **“Data”** has the meaning set forth in paragraph A.14.
- G. **“Force Majeure”** means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:
 - Acts of God or the public enemy;
 - Acts or omissions of any government entity;
 - Fire or other casualty for which a party is not responsible;
 - Quarantine or epidemic;
 - Strike or defensive lockout; and
 - Unusually severe weather conditions.
- H. **“Judicial Branch Entity(ies)”** has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, any Court of Appeal, the Supreme Court, or the Judicial Council.

- I. **“Judicial Branch Individuals”** means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.
- J. **“Services”** means the services to be performed by Contractor under this Agreement, as set forth in Exhibit B.
- K. **“Subcontractor”** means an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement.

A.2. Independent Contractor and Office Space

(a) Contractor is an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court employees. Contractor is liable for its own acts and omissions and those of its employees, Subcontractors and agents. Nothing in this Agreement is to be construed as creating an employment or agency relationship between the Court and Contractor. Contractor will determine the method, details and means of performing the Services, including exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor is solely responsible for all matters relating to the payment of Contractor’s employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers’ compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party. If the Internal Revenue Service or any other governmental agency inquires about Contractor’s status as an independent contractor, Contractor must inform the Court and let the Court or its designee participate in any discussion or negotiation with the agency.

(b) Regardless of caseload, Contractor must provide its own office space within the city limits of Hollister, California for the purpose of meeting and/or interviewing clients. The office space shall be available Monday through Friday by appointment, except for holidays. Contractor will maintain a local 831 phone and fax number.

A.3. Quality of Services

Contractor, its employees, Subcontractors, and agents assigned to perform any Services under this Agreement must have the skills, training, and background reasonably commensurate with their responsibilities. The Services must be performed in good faith and in a competent and timely manner consistent with professional standards for such work. The Services must conform to the requirements of this Agreement and not infringe upon the rights of third parties. Without limiting the foregoing, Contractor must:

(a) Provide quality representation for clients, and comply with the provisions of California Welfare and Institutions Code section 317, California Rules of Court, rule 5.660, and Chapter 13 of the Court’s Local Rules.

(b) Render the Services competently. Contractor must participate regularly in continuing legal education activities respecting juvenile dependency issues, and must demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes

and goals of dependency proceedings, the specific statutes, rules of court and cases relevant to the proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.

(c) Not restrict its attorneys' abilities to serve on countywide committees, or their abilities to participate in or lead public training seminars or conferences, provided such activities are consistent with the attorneys' obligations as professionals and the performance of the Services.

(d) Comply with Business and Professions Code section 6000 et seq., also known as the State Bar Act, and the Rules of Professional Conduct of the State Bar of California.

A.4. Court's Quality Assurance Plan

The Court or its designee may evaluate Contractor's performance under this Agreement. This evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.

(a) The Court may perform annual peer, client and judicial officer evaluation of attorneys, including attorneys providing services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the Court.

(b) Contractor's deficiencies which the Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to Contractor. The report may include recommended improvements and corrective measures to be taken by Contractor. If Contractor's performance remains unsatisfactory to the Court, the Court may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the Court is not to be construed as an acceptance of Contractor's work product or methods of performance. Contractor is solely responsible for the work product it delivers under this Agreement.

A.5. Subcontracting

Contractor is prohibited from subcontracting any Services under this Agreement, unless such subcontracting is first approved by the Court in an Amendment to this Agreement. Any subcontracting agreement which violates this paragraph is void.

If requested by the Court, Contractor will provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor must require all Subcontractors to comply with the provisions of this Agreement. Contractor will provide copies to the Court of all agreements with Subcontractors who perform Services under this Agreement. The Court's approval of subcontracts does not excuse Contractor from any of its duties under this Agreement.

A.6. Indemnification

Contractor must defend (with counsel satisfactory to the Judicial Council), hold harmless and indemnify Judicial Branch Entities and Judicial Branch Individuals from all claims, losses, and expenses, including attorney fees and costs, resulting from (i) a matter or event related to the Services, (ii) a matter or event related to Contractor's or its Subcontractors' acts or omissions related to the performance of this Agreement, or (iii) Contractor's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

A.7. Insurance

a. Basic Coverage. Contractor must provide and maintain at Contractor's expense the following insurance during the term of this Agreement:

- (i) Workers Compensation and Employer's Liability. **This policy is required only if Contractor has employees.** This 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 \$500,000 per accident or disease.
- (ii) Commercial General Liability. The policy must provide coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The policy shall provide limits of at least \$1,000,000 per occurrence, combined single limit bodily injury and property damage.
- (iii) Professional Liability. The policy must cover liability resulting from acts, errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per claim.
- (iv) Commercial Automobile Liability. The policy (which may be personal automobile liability if Contractor is an individual with no transportation responsibilities under this Agreement) must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million for any accident or loss.

b. "Claims Made" Coverage. If any required policy is written on a "claims made" form, Contractor must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the termination or expiration of this Agreement and Court's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

c. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.

d. 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 times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

e. Certificates of Insurance. Before Contractor begins performing Services, Contractor must give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) calendar days' prior written notice to the Court. Certificates of the following policies must include an additional insured endorsement naming Judicial Branch Entities and Judicial Branch Individuals as additional insureds:

- (i) Commercial general liability insurance;
- (ii) Commercial automobile liability basic coverage insurance; and

- (ii) Commercial umbrella liability insurance, if maintained in lieu of (i) or (ii) above.
- f. Required Policy Provisions. Each policy must provide, as follows:
- (i) The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Individuals, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Individuals; and
 - (ii) 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;
- g. Consequences of Lapse. If required insurance lapses during the term of this Agreement, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

A.8. Termination for Cause

- a. Default. Each of the following constitutes a default under this Agreement:
- (i) Contractor fails, is unable, or refuses to perform any duty of Contractor under this Agreement and (1) is incapable of curing this failure or (2) does not cure this failure within ten (10) business days following notice from the Court (or within a longer period if specified in the notice).
 - (ii) Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
 - (iii) Contractor is generally not paying its debts as they become due.
 - (iv) Contractor voluntarily files a petition in bankruptcy or takes advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
 - (v) Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) calendar days of its filing.
 - (vi) Contractor makes an assignment for the benefit of its creditors.
 - (vii) A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor's property.
 - (viii) Contractor winds up or dissolves its business.
- b. Remedies. If a default exists under this Agreement, the Court may terminate all or any part of this Agreement by notice to Contractor or seek specific performance of all or any part of this Agreement. In addition, the Court may cure or cause to be cured on behalf of Contractor any default. Contractor must pay to the Court on demand all costs, fees, and expenses incurred by the Court in effecting a cure, with interest from the date incurred at the maximum rate then permitted by law. The Court may offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court and Contractor, all costs, fees, and expenses incurred by the Court as a result of Contractor's default. The parties shall

attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. The Court may also require Contractor to enter into non-binding mediation.

A.9. Termination for Non-Appropriation of Funds

Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the Court may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Court's budget, funding or financial resources. Such termination is in addition to the Court's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: (i) the Court will pay only for Services rendered and expenses incurred under this Agreement prior to the effective date of termination; (ii) Contractor will be released from any further obligation to provide the Services affected by such termination; and (iii) termination will not prejudice any other right or remedy available to the Court.

A.10. Termination for Convenience

The Court may terminate this Agreement, in whole or in part, for convenience and without cause, by giving Contractor at least thirty (30) calendar days' prior written notice of termination. The notice must state the date when termination is effective.

A.11. Termination upon Death.

This entire Agreement will terminate immediately without further action of the Court if Contractor is a natural person and dies.

A.12. Actions of Contractor Upon Termination.

Immediately upon receipt of the notice, Contractor must commence and perform, with diligence, all actions necessary for Contractor to effect the termination of this Agreement on the date specified by the Court and to minimize the liability of Contractor and the Court to third parties as a result of termination. Without limiting the foregoing, Contractor will transfer all client files as directed by the Court. Contractor's actions are subject to the prior approval of the Court, at the Court's sole discretion, and must be in accordance with Contractor's obligations to its clients.

a. Withdrawal and Tail Representation. Contractor must continue to represent existing clients until Contractor withdraws as counsel of record (or substitute counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.

b. Release from Performance of Services. Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitute counsel) as described in paragraph A.12.a above. If Contractor cannot be released from performing Services due to an inability to withdraw as described in paragraph A.12.a, Contractor must give the Court as much notice as possible before the date on which the termination is effective. Contractor's notice must describe each affected matter and the basis for Contractor's inability to withdraw, and Contractor and the Court will then confer in good faith. If a court orders Contractor to maintain certain representations or, using its reasonable judgment, the Court determines that Contractor's assertions of its inability to withdraw warrant continued representation because withdrawal is not permitted for the reasons described in paragraph A.12.a, then, until the date when this Agreement would have expired (had it not been earlier

terminated by the Court) as stated in the Coversheet or any Amendment to the Coversheet, the following provisions apply:

- (i) Contractor's duties under this Agreement will continue after the termination date solely for the affected matters.
- (ii) Compensation after the termination date will be at a rate of \$65 per hour for legal services satisfactorily performed in connection with the affected matters. Contractor's invoices will be subject to approval by the Court.
- (iii) The Court will reimburse Contractor for any direct, reasonable, actual expenditures for third-party experts in connection with the affected matters, if contained in a court order.

A.13. Effect of Termination

In addition to any other remedies and actions described in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:

a. Payment Upon Termination. The Court will pay for Contractor's Services satisfactorily performed through the date of termination except that Contractor's total compensation (including reimbursed expenses) under this Agreement will not exceed the Contract Amount.

b. Offset and Deduction. The Court may deduct from any payment upon termination:

- (i) All payments previously made by the Court for Services covered by Contractor's final invoice.
- (ii) The amount of any claim that the Court may have against Contractor in connection with this Agreement.
- (iii) Where Contractor is terminated for cause, and the Court obtains or provides services to remedy the results of Contractor's inadequately performed Services, the Court may deduct, from any amounts owed Contractor, the Court's good faith estimate of the reasonable cost to remedy the inadequately performed Services.

A.14. Ownership of Data

Everything created, developed or produced in the course of Contractor's direct or indirect performance of the Services, including any reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "**Data**") in any form, prepared, or in the process of being prepared, are works made for hire by Contractor for the Court and are the sole property of the Court without the payment of additional compensation to Contractor. Contractor must provide the Court with all Data within thirty (30) calendar days of the Court's written request; however, nothing in this paragraph is intended to create any right in any person or entity to any Data that is covered by the attorney work-product doctrine.

A.15. Proprietary or Confidential Information of a Judicial Branch Entity

Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the Court, another Judicial Branch Entity or Judicial Branch Individuals and disclosure of this information to third parties may be damaging to the Court or other Judicial Branch Entity. Contractor agrees that all information disclosed to Contractor in connection with this Agreement will be held in confidence and used only to perform Services. Contractor will exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect its own proprietary data. Contractor may, however, disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it, if Contractor gives the Court reasonable prior notice of its intention to disclose so the Court or other Judicial Branch Entity has an opportunity to seek a protective order. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and that injunctive relief for any breach or threatened breach is available to the Court or any other Judicial Branch Entity without the posting of any bond.

A.16. Audit and Retention of Records

Contractor will permit authorized representatives of the Court or any other Judicial Branch Entity at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of this Agreement, including records related to billings and other financial records. Contractor will allow the auditor(s) access to these records during normal business hours and will allow the auditor(s) to interview any employees or others who might reasonably have information related to these records. Further, Contractor will include a similar right of the Court or other Judicial Branch Entity to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the audit. Contractor will maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four years after final payment is received under this Agreement or until after final audit has been resolved, whichever is later. Contractor will adequately protect all records against fire or other damage. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

A.17. Accounting System Requirements

Contractor will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

A.18. Representations and Warranties

- a. Contractor's Representations and Warranties. Contractor represents and warrants that the following statements are true:
 - (i) No Gratuities. Contractor, including any Subcontractor, has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any Judicial Branch Individual with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - (ii) No Conflict of Interest. Contractor, including any Subcontractor, has no interest that would constitute a conflict of interest under Public Contract

Code sections 10365.5, 10410 or 10411; California Government Code section 1090 et seq. or section 87100 et seq., or California Rules of Court, rules 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Also, Contractor and employees of Contractor will avoid actions resulting in or creating the appearance of: (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- (iii) No Interference with other Agreements. This Agreement does not constitute a conflict of interest or default under any of Contractor's or its Subcontractors' other agreements.
- (iv) 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 or its Subcontractor's ability to perform the Services.
- (v) Drug Free Workplace. Contractor, including any Subcontractor, provide a drug-free workplace as required by California Government Code sections 8355–8357.
- (vi) Pro Bono Work. 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.
- (vii) Compliance with Laws.
 - (a) General. Contractor, including any Subcontractor, is in compliance with all laws, rules and regulations applicable to its business, including the Rules of Professional Conduct of the State Bar of California.
 - (b) Specific.
 - I. Non-discrimination. Contractor, including any Subcontractor, does not unlawfully discriminate against any employee or applicant for employment because of age (forty (40) and over), ancestry, color, creed, disability (mental or physical, including

HIV or AIDS), marital or domestic partner status, medical condition (including cancer or genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation.

- II. No Harassment. Contractor, including any Subcontractor, 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. Contractor takes all reasonable steps to prevent unlawful harassment from occurring.
- III. Employment and Labor Laws. Contractor, including any Subcontractor, also complies with applicable provisions of the federal Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), California's Fair Employment and Housing Act, California Government Code section 12990 et seq., and California Code of Regulations, title 2, section 7285 et seq.

- a. Representations and Warranties to Remain True. During the term of this Agreement, Contractor must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor must immediately notify the Court if any representation and warranty becomes untrue.

A.19. Renewal Terms

Upon written notice delivered at least thirty (30) days prior to the expiration of the then-current term, the Court may in its sole discretion exercise up to two (2) one-year renewal terms. Any such notice delivered by the Court will state a new Contract Amount.

A.20. General

- a. Survival. Termination or expiration of this Agreement will not affect the rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly stated in this Agreement.

- b. No Publicity. Contractor must not make any public announcement or press release about this Agreement without the Court's written approval.

- c. Assignment. The Services to be performed by Contractor are personal in nature and Contractor must not assign this Agreement or delegate any duties or obligations unless the assignment or delegation is first approved by the Court in an Amendment. Any assignment or delegation that violates this paragraph is void. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

- d. Waiver. A party's waiver of enforcement of any term or condition of this Agreement will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

- e. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable and will be enforced to the maximum extent possible to effect the reasonable intent of the parties.

f. Permits. Contractor must keep in force during the term of this Agreement all permits, licenses and qualifications necessary for the performance of the Services, at no expense to the Court.

g. Time is of the Essence. Time is of the essence in the performance of Services under this Agreement.

h. Governing Law. California law, without regard to its choice-of-law provisions, governs this Agreement.

i. Agreement Construction. Headings or captions are for reference purposes only and do not affect the interpretation of this Agreement. Both parties negotiated this Agreement and neither party prepared this Agreement for purposes of construing this Agreement under Civil Code section 1654. The term “including” means “including without limitation.”

j. Notices to the Parties. Notices under this Agreement must be in writing. Notices must be delivered in person, via a reputable express carrier, or by registered or certified mail (postage prepaid). 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 deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Notices will be addressed to the parties at the addresses listed below:

To the Court: Superior Court of California, County of San Benito
Attn: Court Executive Officer
450 Fourth Street
Hollister, CA 95023

To Contractor: **[Address]**

k. Amendments. No amendment to this Agreement will be effective unless it constitutes an Amendment and is signed by both parties. The exercise of a renewal option by the Court is not an amendment.

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

m. Public Contract Code. The following provisions are required by the Public Contract Code.

- (i) Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) 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.
- (ii) Contractor certifies, under penalty of perjury, that no more than one, final unappealable finding of contempt of court by a federal court has been issued against it within the immediately preceding two-year period because

of its failure to comply with an order of a federal court requiring it to comply with an order of the National Labor Relations Board.

- (iv) Contractor shall (i) not assist, promote, or deter union organizing by employees performing work under Court contracts; (ii) not use funds received under this Agreement to assist, promote or deter union organizing; (iii) not, for any business conducted under this Agreement, use any property of the Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the Court property is equally available to the general public for holding meetings; and (iv) if Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, maintain records sufficient to show that no reimbursement from the Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.
- (v) Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.
- (vi) Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court.
- (vii) Contractor is in compliance with, and will remain in compliance with, PCC 10295.35 which places limitations on contracts with contractors who discriminate in the provision of benefits between employees on the basis of an employee's or dependent's actual or perceived gender identity, including, but not limited to, the employee's or dependent's identification as transgender.
- (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- (ix) If Contractor is a corporation, limited liability company, or limited partnership, Contractor warrants that it is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.
- (x) Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.

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

- (xi) If the Contract Amount is over \$200,000, 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 as required by PCC 10353.

n. Entire Agreement. This Agreement, consisting of the Coversheet and all exhibits and attachments, is the entire agreement between the Court and Contractor with respect to the Services and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the Court and Contractor.

END OF EXHIBIT A

EXHIBIT B

SCOPE OF SERVICES AND SERVICE LEVELS

B.1. Scope of Services

Contractor will provide representation for all children requiring court-appointed counsel at all phases of dependency proceedings in the Court, including without limitation, detention hearings, all subsequent proceedings before the court, in termination proceedings, and in proceedings related to the institution or setting aside of a legal guardianship. As of the Effective Date, there are approximately **[to be completed by Court]** such children. The client number is a point-in-time figure. This representation requires, but is not limited to, adherence to the following performance standards:

1. Establishing and maintaining an attorney-client relationship, including meeting with a child client in person prior to each court hearing. Meetings with a child client should occur at times that are appropriate for the child (e.g. outside of school hours and court dates) to the extent practicable. If meeting with a child client prior to the initial or detention hearing is impracticable, Contractor may forgo the meeting; however, Contractor must attend the child's initial or detention hearing in accordance with point 14 below.
2. Visiting a child client at each new placement, whenever feasible.
3. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings.
4. Determining a child client's interests and desires and advocating for those interests and desires.
5. Contacting social workers and other professionals associated with a child client's case prior to each hearing, whenever practical and appropriate. This includes contacting Court Appointed Special Advocates (CASA) and school personnel.
6. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan. This includes requesting services related to Individualized Education Plans (IEPs) and attending meetings related to a child client, as practical and appropriate.
7. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services.
8. Filing pleadings, motions, responses, or objections as necessary to represent the client.
9. Preparing for and participating in all hearings, including Welfare and Institutions Code section 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate.
10. Investigating the interests of a child client beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the client, administratively or judicially. These interests may include:
 - a. School/special education issues;
 - b. Mental health assessment and treatment;
 - c. Immigration;
 - d. Personal injury; and
 - e. Delinquency or status offender matters.

Contractor is not required to provide legal representation regarding any of the above-referenced interests and any representation of these interests is beyond the scope of Services.

11. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client.
12. Determining if appeals and writs are appropriate and, where necessary, filing writs and notices of appeal.
13. Arranging for substitute representation where necessary to avoid Court delay.
14. Ensuring that Contractor is in attendance at all client hearings, including detention hearings.
15. Explaining to a child client, in an age- and developmentally-appropriate manner, the client's rights and the expected legal process.
16. Assisting and guiding a child client with regard to input, information, and decision making.
17. Discharging duties in a manner that will reduce case delays by avoiding the need for continuances.

Contractor will also provide representation to parents, as described in paragraph B.2 below.

B.2. Conflicts Avoidance

Contractor must ensure that conflicts are declared only when an actual conflict exists.

1. New Appointments
 - Contractor must establish procedures to check for conflicts of interest, and must decline appointment of new clients who present a conflict of interest with Contractor's present clients.
2. Ongoing Clients
 - Contractor must establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups, and must advise the Court when such conflicts arise and seek to be relieved of appointment in such cases.
3. Realigning Clients
 - If a conflict prevents Contractor from representing a child client in a case, Contractor agrees to represent a parent in that case if requested by the Court. Such representation of the parent will be at no additional cost to the Court. Contractor will also represent the parent at hearings set to determine the ability to pay for the cost of court-appointed counsel. If a conflict cannot be avoided through realignment in this manner, the Court will be responsible for locating and compensating substitute counsel for the child.

B.3. Education and Training

Contractor must comply with the education and training standards outlined in the California Rules of Court, rule 5.660, and Chapter 13 of the Superior Court of California, County of San Benito Local Rules. Contractor must attend statewide trainings or conferences as required by the Court.

B.4. System Meetings

Upon request of the Court, Contractor must participate in system meetings that are intended to improve services for children and families in Dependency Court.

B.5. Staffing and Service Level

Contractor will maintain adequate staff to perform the Services (as defined in Exhibit A).

B.6. Case Reports and Maintenance of Records

Contractor must provide the following case management reports to the Court, as well as any other reports requested by the Court. Reports must comply with the requirements set forth in Exhibit D, as well as other requirements prescribed by the Court. The Court may update the format or content of the reports at any time by giving notice to Contractor.

1. Initial Case Report. On or Before February 1, 2018, Contractor must provide a list of all current cases, including those transferred to Contractor from prior counsel. The report will be in the form specified in Exhibit D.
2. Monthly Reports.
 - a. Changes. Contractor must provide a new appointment report and closed case report to the Court on a monthly basis. These monthly reports will be on the forms specified in Exhibit D.
 - b. Workload. Contractor must provide detailed statistical workload data to the Court for each month (or portion thereof) during the term of this Agreement. Data will be provided by Contractor in the manner prescribed by the Court and will include, but will not be limited to, the following information for all ongoing cases:
 - i. The amount of out-of-court time spent on each case each day, including a breakdown of time spent on specific tasks for each case; and
 - ii. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.
 - c. Staffing. If requested by the Court, Contractor must provide a staffing report to the Court on a monthly basis. This monthly report will be on the form specified in Exhibit D.

B.7. Cost Recovery

The Court has implemented a collections program for dependency counsel services. Contractor agrees to participate in that effort at no additional cost. Participation includes, but is not limited to, the distribution of financial declaration forms to clients upon initial appointment and representation of parent clients at hearings set to determine the ability to pay for the cost of court appointed counsel.

END OF EXHIBIT B

EXHIBIT C
PAYMENT TERMS

C.1. Compensation

As compensation in full for the Services to be performed under this Agreement, Contractor will be paid as follows:

Year	Annual Amount
2018	[Amount]
2019	[Amount]
2020	[Amount]

Payment will be made in twelve (12) equal monthly payments in the manner set forth in C.3 below. The Court is not obligated to make payment to Contractor until all currently-due reports have been submitted to and accepted by the Court Executive Officer, or his or her designee. Compensation as set forth above will be the only payment made by the Court under this Agreement except as set forth in C.2 below. Except as set forth in C.2 below, there will be no reimbursement of costs, including any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees or Subcontractors under this Agreement.

In the event that the Court exercises the first renewal term (for 2021), the compensation for the first renewal term shall remain at the amount indicated above for 2020. In the event that the Court exercises the second renewal term (for 2022), the compensation for the second renewal term shall be agreed by the Parties in an Amendment. The compensation for renewal terms is not included in the initial Contract Amount.

C.2. Reimbursement for Extraordinary Expenses

The Court will reimburse Contractor for allowable expenses that are directly related to the Services and which have been mutually agreed in writing, **prior to their incurrence**, to be necessary and extraordinary. Extraordinary expenses may include, for example only, out-of-state travel, transcript fees, and court-ordered professional services (including expert witness or investigator fees). Out-of-court interpreter fees are not reimbursable. Travel expenses will be reimbursed at the standard state rate in effect at the time of travel. Any required air travel will be reimbursed based on coach fare. **Any invoice that includes a request for reimbursement must include a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.** In no event will the Court reimburse Contractor for allowable expenses in excess of \$3,000 during any contract year during the term of this Agreement.

In the event that the Court exercises a renewal term, maximum amount that the Court will reimburse Contractor for allowable expenses during a renewal term is \$3,000. The reimbursable expenses for renewal terms are not included in the initial Contract Amount.

C.3. Manner of Payment

(a) Within thirty (30) calendar days after the end of each month, Contractor must submit one original and two copies of each invoice for payment for the Services rendered under this Agreement (“**Invoices**”) for approval by the Court to:

Superior Court of California, County of San Benito
ATTN: Nancy Iler, Court Manager
450 Fourth Street
Hollister, CA 95023

(b) All Invoices must include:

- a reference to this Agreement,
- the dates and times Contractor performed the Services during the month,
- a brief description of the Services performed in a format acceptable to the Court,
- Contractor’s Federal Taxpayer Identification Number, and
- such other information as the Court may require.

(c) The Court will make payment to Contractor within sixty (60) calendar days after receipt and approval by the Court of an Invoice. The Court will not be in breach of this Agreement for failure to pay Invoices on time unless (i) the Court has received a reasonably detailed written notice of late payment from Contractor and (ii) the Court has not made the delinquent payment(s) within thirty (30) calendar days of the Court’s receipt of such late notice. In no event will the Court be in breach of this Agreement for failure to pay Invoices on time if such failure results from the California Legislature’s failure to approve and adopt a budget in a timely manner. For clarification, the California Legislature formulates a budget annually based on the 12-month interval of July 1st through June 30th, commonly referred to as a fiscal year. However, funds for each fiscal year are available only as of the point when the Budget Act for that fiscal year passes. Consequently, in any given fiscal year funds that are used to pay Contractor pursuant to this Agreement may not be available until the California Legislature passes the Budget Act for that fiscal year.

(d) In no event will the Court be liable for interest or late charges for any late payments.

(e) Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Court to Contractor for the Services. The Court may offset any taxes paid by the Court as a result of Contractor’s breach of this provision against any sums owed to Contractor under this Agreement or otherwise. The Court is exempt from federal excise taxes, and no payment will be made by the Court for any taxes levied on Contractor’s or any

Subcontractor's employees' wages. The Court will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

C.4. Disallowance

If Contractor claims or receives payment from the Court for a Service or reimbursement that is later disallowed by the Court, Contractor must promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.

C.5. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Court, or the receipt of any payment by Contractor, does not alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services that do not conform to the requirements of this Agreement, in the Court's judgment, may be rejected by the Court. In such case, Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF EXHIBIT C

EXHIBIT D
DATA COLLECTION REQUIREMENTS AND FORMS

Initial Case Report
Form 1

- Col. A** Using one line per client, enter the case numbers for each open case you have at the start of the Agreement.
** If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.
** If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Indicate the party that you/your office represent(s).
- Col. C** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.
- Col. D** Enter your office's appointment date for the case.

Monthly New Appointment Report
Form 2

- Col. A** Using one line per client, enter the case numbers for each new case that you were appointed to for the given month.
* If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.
** If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Enter the initial appointment date.
- Col. C** Indicate the party represented
- Col. D** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.

Monthly Closed Case Report
Form 3

In the table enter the case numbers for any cases that were closed or for which your office's representation was terminated for the given month.

Monthly Staffing Report
Form 4

This form is designed to determine the number of full-time (FTE) staff assigned to work on dependency cases. Please do not include independent consultants that provide work on a contractual basis.

- Col. A** Indicate the number of FTE attorneys assigned to work on dependency cases.
- Col. B** Indicate the number of staff FTE social workers or investigators assigned to work on dependency cases.

Example: 1.0 FTE – 100% time spent on dependency
.5 FTE = 50% time spent on dependency

**Court-Appointed Counsel Data Collection
Form 4
Monthly Staffing Report**

Monthly Staffing Report	
Organization or Attorney Name:	
Court System:	
Col. A	Col. B
Number of FTE Attorneys Assigned to Dependency	Number of FTE Social Workers or Investigators Assigned to Dependency

END OF EXHIBIT D

**ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF CONTRACT**

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

1. Proposer accepts Attachment 2: Court Contract ("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. **Proposer acknowledges that exceptions or changes to Attachment 2 will result in its proposal receiving a lower score.**

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

ATTACHMENT 4 CERTIFICATIONS

Proposers must complete and submit with their proposals the three certification forms contained in this attachment. These certifications are required by the California Public Contract Code or other applicable law.

The three certification forms are:

- A. General Certifications
- B. Darfur Contracting Act Certification
- C. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification

GENERAL CERTIFICATIONS

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

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

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

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

Check box to indicate acceptance of the clauses above.

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

DARFUR CONTRACTING ACT CERTIFICATION

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

To submit a proposal to the Court, the proposer must insert its company name (or personal name, if Proper is a natural person) and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

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

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

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
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).

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>

**ATTACHMENT 5
COST PROPOSAL**

The Cost Proposal consists of two parts:
 (i) the Cost Sheet, and
 (ii) the Budget Template.

Proposers must complete and submit both parts.

COST SHEET

Instructions for this Cost Sheet:

1. Complete all areas shaded in yellow in the following table. The term "Services" refers to all services described in the contract included as Attachment 2 of the RFP.
2. Provide all information required for the validation.
3. Sign the validation.

<u>SERVICES</u>	<u>COST PROPOSED</u>
Services for the period January 1, 2018 through December 31, 2018	\$
Services for the period January 1, 2019 through December 31, 2019	\$
Services for the period January 1, 2020 through December 31, 2020	\$

VALIDATION

PROPOSER'S MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the goods and services described in the Agreement at the price quoted above, subject to the instructions and conditions in the RFP and the Agreement. I further attest that I am an official officer representing my firm and am authorized with signatory authority to present this proposal.

Company Name _____ Date _____

Signature _____ Phone _____

Printed Name _____ Title _____

Street Address / P.O. Box _____ City, State Zip _____

BUDGET TEMPLATE

Please complete this budget template with Proposer’s estimated expenses for **2018**, assuming that Proposer is awarded the contract.

A. PERSONNEL COSTS

Position Title¹	Annual Salary	Annual Cost of Benefits	Percentage of Time to be Spent on work covered by the RFP	Total Cost for 2018
Executive Director				
Attorney				
Attorney				
Attorney				
Paralegal				
Investigator				
Social Worker				
Secretary				
TOTAL COST OF SALARIES AND BENEFITS FOR 2018				\$

¹The position titles listed here, and the number of positions included, are for illustration purposes only. Please modify position titles as appropriate, and list additional positions on blank lines provided.

B. COSTS OF ADDITIONAL SERVICES

Type of Service	Annual Number of Hours	Hourly rate	Total Cost for 2018
Contractual Attorney Services			
Contractual Non-Attorney Services (e.g. paralegal or secretarial)			
Out-of-Court Interpreters			
Other (please specify)			
Other (please specify)			
TOTAL COST OF ADDITIONAL SERVICES FOR 2018			\$

C. OPERATING EXPENSES

Item	Annual Cost for 2018
Rent	
Telecommunications (e.g. telephone and Internet)	
Training	
Travel expenses that proposer will reimburse its employees	
Commercial General Liability Insurance	
Automobile Liability Insurance	
Professional Liability Insurance	
Workers Compensation / Employers' Liability Insurance	
Other (please specify)	
Other (please specify)	
TOTAL OPERATING EXPENSES FOR 2018	\$

D. GRAND TOTAL

Please copy amounts from sections A-C above.

TOTAL COST OF SALARIES AND BENEFITS FOR 2018	\$
TOTAL COST OF ADDITIONAL SERVICES FOR 2018	\$
TOTAL OPERATING EXPENSES FOR 2018	\$
GRAND TOTAL	\$

**ATTACHMENT 6
PAYEE DATA RECORD**

The Payee Data Record is on the next page.

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

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

1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address: Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798
---------------------------	---

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN		
	BUSINESS NAME - IF DIFFERENT FROM ABOVE		E-MAIL ADDRESS
	REMITTANCE MAILING ADDRESS		BUSINESS ADDRESS (if different from remittance mailing address)
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
	PHONE NUMBER		FACSIMILE NUMBER

3 Payee Entity Type Complete One Box Only	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
	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR		
	ENTER SOCIAL SECURITY NUMBER (SSN) - - - - -		
<small>NOTE A taxpayer identification number is required</small>	<i>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.</i>		

4 Resident Status <small>check the appropriate box</small>	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business
	<input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.
	<input type="checkbox"/> No services performed in California
	<input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification <small>NOTE See instructions on page 2</small> Vendor Contact Information and signature	Under penalties of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
	3. I am a U.S. citizen or other U.S. person, as defined by the IRS.		
	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category	Please choose from the JCC Vendor category below to help us expedite payment		
	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> VOLUNTEER	<input type="checkbox"/> OTHER (description required)
	<input checked="" type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GRAND JURY	<input type="checkbox"/> RENT <input type="checkbox"/> SETTLEMENTS/AWARDS
	<input type="checkbox"/> COURT APPT. COUNSEL	<input type="checkbox"/> INTEREST PAYMENTS ONLY	<input type="checkbox"/> DECEASED FINAL PAYMENT
	<input type="checkbox"/> COURT REPORTER	<input type="checkbox"/> COURT INTERPRETER: (indicate language)	
	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS
Court Contact	COURT CONTACT NAME Deborah Norrie	PHONE NUMBER 530-283-6016	EMAIL deborah.norrie@plumas.courts.ca.gov

FOR JCC USE ONLY (Form updated 08/26/2014)

Assigned Vendor Number	Assigned By:
------------------------	--------------

Requirement to Complete Payee Data Record

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

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

2	<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>
3	<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>
4	<p>Are you a California resident or non-resident?</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: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>This form must be signed. Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p>Certification Instructions: You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>

SECTION 6 TO BE FILLED OUT BY COURT

6	<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. Not including court contact information may delay processing the request.</p>
----------	---

Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

**ATTACHMENT 7
DVBE FORMS**

**OPTIONAL - COMPLETE THESE FORMS ONLY IF PROPOSER
WISHES TO CLAIM THE DVBE INCENTIVE**

The forms in this attachment are optional.

Proposer must complete and submit with its proposal the two forms contained in this attachment only if Proposer wishes to claim the disabled veteran business enterprise ("DVBE") incentive.

The two forms are:

- A. Bidder Declaration
- B. DVBE Declaration

Detailed instructions are included with each form.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

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

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

SECTION IV. CERTIFICATION

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

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

Instructions for Section II

[deleted—inapplicable to this solicitation]

Instructions for Section III

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

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

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

Instructions for Section IV

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

DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____
DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DVBE DECLARATION INSTRUCTIONS

General Instructions

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

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

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

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

Instructions for Section 1

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

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

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

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