

SUPERIOR COURT OF CALIFORNIA COUNTY OF TULARE



REQUEST FOR PROPOSAL NO. 16-0415 FOR SMALL CLAIMS ADVISORY SERVICES

April 15, 2016

1. PURPOSE

The Superior Court of California, County of Tulare (hereinafter referred to as “Court”) is accepting proposals for an attorney or attorney firm to provide small claims advisory services on an independent contractor basis. The purpose of this Request for Proposal (RFP) is to provide the Court with information needed to select the most qualified, efficient and cost effective provider of such advisory services.

2. START-WORK DATE AND CONTRACT PERIOD

The selected attorney will be awarded a contract for a two-year period, which will commence on July 1, 2016, and shall end on June 30, 2018, with an option, by mutual agreement of the Court and the selected attorney, to renew for three additional one-year periods.

3. CALANDER OF EVENTS

Listed below are specific dates of action related to this RFP. In the event the Court finds it necessary to change any of the specific dates and/or times in the calendar of events listed below, it will do so by issuing a supplement to this RFP which will be posted on the court’s website at www.tularesuperiorcourt.ca.gov

Date	Event
4/15/2016	Issue date of the RFP
4/29/2016	Deadline for Questions
5/6/2016	Questions and Answers Posted
5/20/2016	Proposal Due Date
Week of 5/23/2016	Anticipated Interview Dates (estimate only)
Week of 5/30/2016	Evaluation of Proposals (estimate only)
6/3/2016	Notice of Intent to Award (estimate only)
7/1/2016	Contract Start Date (estimate only)
6/30/2018	Contract End Date (estimate only)

4. BACKGROUND

Section 116.260 of the Code of Civil Procedure requires that in each county, individual assistance be made available to advise small claims litigants and potential litigants without charge and allows each county to determine the characteristics of the delivery service in accordance with local needs and conditions.

5. SERVICES TO BE PERFORMED

The selected attorney shall, in a professional manner, perform the following services for the Court:

- A. Attorney will advise individual small claims litigants and potential litigants concerning small claims court rules and procedures and assist with the evaluation, preparation, and presentation of the legal and factual aspects of the individual's case. (CCP 116.940)
 - < Advisory services shall be provided in person, by email or by telephone, and by any other means reasonably calculated, to provide timely and appropriate assistance.
 - < Recorded telephone messages may be used to supplement the individual personal advisory services, but shall not be the sole means of providing advice.
- B. Attorney shall be able to perform the above duties in both Spanish and English.
- C. Attorney will meet with personnel of the Small Claims Divisions of the Court upon the request of such personnel to discuss any problems arising in connection with the advisory services, but the attorney shall otherwise operate the advisory services independently of Court control.
- D. Attorney shall not appear in any Small Claims Court in Tulare County as an advocate for any party.
- E. Attorney shall advise only the first party to a particular dispute who communicates with him unless the parties agree in writing that he may advise all of them. If such consent is not obtained, the attorney shall refer the second party to another small claims advisor or a volunteer attorney, law student, paralegal, or

mediator experienced in small claims procedure. Such volunteers shall be on a list approved by the Court and on file with the Court.

- F. Attorney shall maintain a daily log of the number of advisory contacts made and approximate time devoted to such contacts under the contract. On or before the fifth working day of each month, the attorney shall submit to the Court a summary of the number of contacts made and time spent giving advisory assistance during the preceding month.

6. STATISTICAL INFORMATION

Below is statistical information regarding small claims litigants and staff hours for portions of 2014 and 2015. Such numbers are not to be considered a maximum, minimum or guarantee of calls or services to be provided and are only provided here for bidders' reference.

MONTH	NO. OF LITIGANTS	NO. OF STAFF HOURS
OCTOBER 2014	143	67.26
NOVEMBER 2014	121	55.79
DECEMBER 2014	111	63.20
JANUARY 2015	106	56.79
FEBRUARY 2015	128	61.86
MARCH 2015	127	67.43
APRIL 2015	88	43.42
MAY 2015	61	30.95
JUNE 2015	79	44.33
JULY 2015	64	41.07
AUGUST 2015	71	46.80
SEPTEMBER 2015	82	55.53
TOTALS	1181	632.43

7. SUBMISSION OF PROPOSALS

The Court must receive the following proposal documents no later than the Proposal Due Date and time specified in section 3 (the "Proposal Due Date") at the address contained in this section. Proposals should be submitted to:

Superior Court of California, County of Tulare
 Attention: Deanna A. Jasso
 221 S. Mooney Blvd., Room 303
 Visalia, CA 93291

Proposals must be submitted in two parts, the technical proposal and the cost proposal.

- a. The bidder must submit one (1) original and two (2) copies of the technical proposal. The original must be signed by an authorized representative of the bidder. 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 bidder must write the RFP title and number on the outside of the sealed envelope.

The copies of the technical proposal must not include any pricing information.

- b. The bidder must submit one (1) original and two (2) copies of the cost proposal. The original must be signed by an authorized representative of the bidder. 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 bidder must write the RFP title and number on the outside of the sealed envelope.
- c. The bidder 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.

Properly marked proposals received prior to the Proposal Due Date and time will be securely kept, unopened until after the Proposal Due Date and time. Late proposals will not be accepted or considered. The Court will not be responsible for proposals delivered to a person or location other than that specified in this RFP.

Responsive proposals are straightforward, concise, and satisfy the requirements noted above. Expensive bindings, color displays (except as necessary for clarity), and the like are discouraged. Emphasis should be placed on brevity, conformity with instructions, requirements of this RFP, and completeness and clarity of content.

8. PROPOSAL REQUIREMENTS

In an effort to ensure the most efficient and economical service, the Court utilizes the Request for Proposal (RFP) process to procure Small Claims Advisory Services. This RFP and the rules set forth in **Attachment 1**, Administrative Rules Governing RFPs, will govern the solicitation process. In order for bidders to be considered, a bidder's bid/proposal must include the following information:

- A. A cover letter to introduce the bidder and briefly summarize the proposal, including the bidder's name, address, telephone and fax numbers, social security number or tax identification number, and the name of the one individual who is the services provider's designated representative.
- B. A comprehensive table of contents of material included in the proposal. This index must include a clear definition of the material and be identified by sequential page numbers.
- C. A detailed description of the bidder including background, experience, size and resources, and a concise statement of the bidder's qualifications for performing

- the requested services. Qualifications must comply with Rule 3.2120 the California Rules of Court. (Refer to **Attachment 2**.)
- D. Resume(s) describing the background and experience (including relevant experience) of the primary person(s) who will provide the services.
 - E. A detailed description of the plan for providing the scope of work and services requested by this RFP. This should include a provision for the handling of conflict of interest calls.
 - F. A description outlining oversight of individuals that have not been admitted to the State Bar of California, including the name of the attorney(s) providing oversight and a statement regarding that attorney(s)'s availability to provide oversight on specific calls.
 - G. The pricing proposal shall include a proposed monthly charge for the scope of work and services requested by this RFP.
 - H. Names of clients for which the service provider has provided similar services, including for each the contact person, address, email address, and telephone number. The Court may check references submitted by the bidder.
 - I. The requested services will be provided pursuant to terms and conditions substantially in the form of **Attachment 3**, Agreement for Small Claims Advisory Services. Bidder must include a statement that indicates that the bidder accepts these terms and conditions, including a specific statement showing compliance with the insurance requirements listed in **Attachment 3**. If exceptions to the terms and conditions in **Attachment 3** are taken, bidder must also submit (i) a red-lined version of **Appendix 3** that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - J. Certifications, Attachments and other Requirements.
 - 1. An original signed *Payee Data Record (in lieu of IRS W-9)* form. (Refer to **Attachment 4** for a copy of this form.)
 - 2. Bidder must complete and submit the General Certifications Form (Refer to **Attachment 6** for a copy of this form.)
 - 3. Bidder must complete the Darfur Contracting Act Certification (Refer to **Attachment 7** for a copy of this form.)
 - 4. Bidder must complete **Attachment 8** if it wishes to claim the disabled veteran business enterprise incentive. See section 14 for details.
 - 5. If bidder is itself a DVBE, claiming the disabled veteran business enterprise incentive, it must also complete **Attachment 9**. See section 14 for details.
 - 4. If bidder is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that bidder is in good standing in California. If bidder is a foreign corporation, LLC, LP, or LLP, and bidder conducts or will conduct (if awarded the contract) intrastate business in California, proof that bidder is qualified to do business and in good standing in California. If bidder is a foreign corporation, LLC, LP, or LLP, and bidder does not (and will not if awarded the contract) conduct intrastate business in California, proof that bidder is in good standing in its home jurisdiction.

9. OFFER PERIOD

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

10. 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 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.tularesuperiorcourt.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
Technical experience (as required in section 9.D)	20 points
Overall experience, expertise, and resources (as required in section 9.C)	25 points
Work plans (as required in section 9.E. and F)	12 points
Ability to perform the services in both Spanish and English (as required in section 5.B)	20 points
Cost (as required in section 9.G)	15 points
References (as required in Section 9.H)	5 points
DVBE Incentive (see section 14)	3 points

The Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

11. INTERVIEWS

The Court may conduct interviews with bidders 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 bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible bidders regarding interview arrangements.

12. 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 bidder that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13. 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. Bidders will receive a DVBE incentive if, in the Court’s sole determination, bidder has met all applicable requirements. If bidder receives the DVBE incentive, a number of points will be added to the score assigned to bidder’s proposal. The number of points that will be added is specified in section 11 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If bidder wishes to seek the DVBE incentive:

- Bidder must complete and submit with its proposal the Bidder Declaration (**Attachment 8**). Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Bidder must submit with its proposal a DVBE Declaration (**Attachment 8**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If bidder is itself a DVBE, it must also complete and sign the DVBE Declaration (**Attachment 9**). If bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if bidder will qualify for the DVBE incentive using a BUP on file with DGS.

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

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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

FRAUDULENT MISREPRETATION 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. PROTEST PROCEDURES

The Court will process bid protests consistent with chapter 7 (Protests) of the *Judicial Branch Contracting Manual*. Two types of protests will be accepted:

1. Protests based on defective specifications. This is a protest alleging that a solicitation document contains a technical, administrative, or cost specification or requirement that is defective. The specification or requirement may be defective because it is: i) onerous, unfair, or illegal; or ii) imposes unnecessary constraints in proposing less costly or alternate solutions.
2. Protests based upon award. This is a protest alleging that: i) the Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award; or ii) the Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

Who May Submit a Protest

Protest Based on Defective Specifications: Any prospective bidder may submit a protest based on defective specifications. A bidder may submit an award protest if the bidder submitted a proposal that the bidder believes to be responsive to the solicitation document; and the bidder believes that the Court has incorrectly selected another bidder for an award.

Protest Based Upon Award: A bidder may submit a protest based upon award if the bidder submitted a proposal that the bidder believes to be responsive to the solicitation document; and the bidder believes that the Court has incorrectly selected another bidder for an award.

A person or entity who did not submit a bid may not submit a protest based upon defective specifications or based upon award. In no event will the Court consider a protest if the Court rejected all proposals or the solicitation was canceled for any reason.

Deadline for Receipt of Protest

Protest Based on Defective Specifications: If no deadline to receive a protest based on defective specifications is set forth in the solicitation document, protests must be received by the Proposal Due Date.

Protest Based Upon Award: The Court must receive the award protest within five (5) Court Days (a business day of the Court) after the Court posts the intent to award. The protester will have five (5) calendar days after the Court receives the protest to submit all required information to the Court (see Required Information below).

The failure of a prospective bidder to submit a timely protest constitutes a waiver of the prospective bidder's right to protest the solicitation. Failure to comply with the protest processes set forth in this solicitation may result in the Court's rejection of a protest.

Required Information

A protest must include the following information:

- Contact information of the protester or its representative (this must include name, address, and telephone number, and should include e-mail address and fax number);
- The title of the solicitation document to which the protest is related;
- If the protest is based on defective specifications, the specific alleged deficiency in the solicitation's technical, administrative, or cost specifications or requirements;
- A detailed description of the specific legal and factual grounds of protest and
- any supporting documentation; and
- The specific ruling or relief requested.

If a protest is missing any of the required information (by the date the protester is required to have all such information to the Court), the protest may be rejected by the protest hearing officer. The protest hearing officer may issue a written determination regarding the protest without requesting further information. Therefore, the protest must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protester later raises new grounds or evidence that was not included in the initial protest submittal but which could have been raised at that time, the Court shall not consider the new grounds or new evidence.

Submission of the Protest

The protester must send the protest (and any supporting documentation) to the protest hearing officer named below:

Superior Court of California
County of Tulare
Attn: LaRayne Cleek, Interim Court Executive Officer
221 S. Mooney Blvd., Room 303
Visalia, CA 93291

The protester must send these materials by certified mail, registered mail, or overnight courier. If the materials are personally delivered, a receipt must be requested and obtained.

Evaluation

Protest Based on Defective Specifications: The protest hearing officer will consider: i) the validity and defensibility of the allegedly defective technical, administrative, or cost specification or requirement; ii) whether the protester has raised a valid issue; and iii) whether competition would be advanced by revising the allegedly defective technical, administrative, or cost specification or requirement. The protester bears the burden of proof to show that the protest contains a defective technical, administrative, or cost specification or requirement.

Protest Based Upon Award: The protest hearing officer will consider: i) whether the Court committed an error in the award process; ii) whether an allegedly defective decision lacks a rational basis; and iii) if the Court committed an error in the award process or made a decision that lacks a rational basis, the materiality of the error or decision. The protester bears the burden of proof to show that (i) the Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award, or (ii) the Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious. The protester's disagreement with the scores assigned by the evaluation team or the evaluation team could have assigned different scores based on the same information does not constitute the absence of a rational basis.

Written Determination

Protest Based on Defective Specifications: The protest hearing office will issue a written determination before the Court evaluates the proposals. If required, the Court may extend the Proposal Due Date to allow for time to review the protest.

Protest Based Upon Award:

The protest hearing officer will issue the written determination within ten (10) Court Days of the complete submission of the protest, or notify the protester that additional time will be required. The written determination will be issued before the contract is awarded. The Court may extend the award date to allow for time to review the protest.

Appeals

The protest hearing officer's written determination is considered the final action by the Court unless the protester submits an appeal to the protests appeals officer within five (5) calendar days of the issuance of the protest hearing officer's written determination. The Court may, at its sole discretion, delay the contract award until the appeal is resolved or proceed with the award and execution of the contract.

The protester must send the appeal (and any supporting documentation) to the appeals officer named below:

Superior Court of California
County of Tulare
Attention: Appeals Officer
221 S. Mooney Blvd, Room 303
Visalia, CA 93291

The protester must send these materials by certified mail, registered mail, or overnight courier. If the materials are personally delivered, a receipt must be requested and obtained.

Any appeal not received by the protest appeals officer by the applicable deadline for submission will be rejected by the protest appeals officer. The Protester is solely responsible for ensuring that an appeal is received by the protest appeals officer by the applicable due date.

The appeal must include:

- Contact information of the protester or its representative (this must include name, address, and telephone number, and should include e-mail address and fax number);
- The title of the solicitation document to which the protest is related;
- A copy of the protest hearing officer's written determination;
- A detailed description of the specific legal and factual grounds for the appeal and any supporting documentation; and
- The specific ruling or relief requested.

An appeal lacking any of this information may be rejected by the protest appeals officer. The appeal must include all information that the protester wants the protest appeals officer to consider. The protester bears the burden of proof to show that the protest hearing officer's written determination is incorrect:

- In light of new information related to the protest that was not available at the time the protest was originally submitted; or
- Because it is in error of law or regulation.

The protest appeals officer reviews the appeal and issues a written determination. Issues that could have been raised earlier are not to be considered on appeal. The written determination of the protest appeals officer constitutes the final determination of the Court regarding the protest.

If the protest appeals officer determines that the appeal has merit, the protest appeal officer will direct the protest hearing officer to take appropriate remedial action.

The protest appeals officer will consider all circumstances surrounding the procurement, including: (i) the seriousness of the procurement deficiency; (ii) the degree of prejudice to other bidders; (iii) the impact on the integrity of the competitive procurement system; (iv) the good faith of the parties; (v) the cost to the Court; (vi) the urgency of the procurement; and (vii) the impact on the Court.

Remedial actions may include: (i) issuing a new solicitation; (ii) recompeting the contract; (iii) terminating the contract (if a contract was executed despite a pending appeal); (iv) refraining from the exercise of options under the awarded contract; and (v) awarding the contract consistent with law.

15. FINANCIAL INFORMATION

The Court reserves the right to ask for any further information from the bidder either in writing or orally through a formal presentation or other discussions.

16. LIST OF 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: California Rules of Court, Rule 3.2120	Qualifications must comply with this Rule of Court.
Attachment 3: Agreement for Small Claims Advisory Services	If selected, the person or entity submitting a proposal must sign a contract substantially in the form of this attachment. See section 9.I for additional information.
Attachment 4: Payee Data Record (in lieu of IRS W-9)	This form contains information the Court requires to process payments and must be submitted with the proposal.
Attachment 5: Map to Visalia Courthouse	This is a map to the Court's office where the bidders' conference will be held. See section 7 for details.
Attachment 6: General Certifications Form	The bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 7: Darfur Contracting Act Certification	The bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Bidder DVBE Declaration Form	The bidder must complete this form only if it wishes to claim the disabled veteran business enterprise incentive associated with this solicitation.
Attachment 9: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.

**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 tcscrfp@tulare.courts.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

- A. If, before the Proposal Due Date and time listed in the Calendar of Events 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 Calendar of Events 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 Calendar of Events of the RFP by issuing an addendum. It is each proposer’s responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any proposer determines that an addendum unnecessarily restricts its ability to propose, the proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

8. EVALUATION PROCESS

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

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

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

11. AWARD AND EXECUTION OF AGREEMENT

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

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Deanna A. Jasso, Court Administrative Manager.

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 *[insert name of Court employee designated as the ADA Coordinator for procurement matters]*.

ATTACHMENT 2

2008 California Rules of Court

Rule 3.2120. Advisor Assistance.

(a) Notice to parties

The clerk must inform the parties, orally or in writing, about:

- (1) The availability of advisors to assist small claims litigants at no additional charge as provided in Code of Civil Procedure sections 116.260 and 116.940; and
- (2) The provisions of Government Code section 818.9.

(Sub (a) amended effective January 1, 2007; previously amended effective July 1, 1991.)

(b) Training

All small claims advisors must receive training sufficient to ensure competence in the areas of:

- (1) Small claims court practice and procedure;
- (2) Alternative dispute resolution programs;
- (3) Consumer sales;
- (4) Vehicular sales, leasing, and repairs;
- (5) Credit and financing transactions;
- (6) Professional and occupational licensing;
- (7) Landlord-tenant law; and
- (8) Contract, warranty, tort, and negotiable instruments law.

It is the intent of this rule that the county must provide this training.

(Sub (b) amended effective January 1, 2007; previously adopted effective January 1, 1986; previously repealed and adopted effective July 1, 1991.)

(c) Qualifications

In addition to the training required in subdivision (b), each county may establish additional qualifications for small claims advisors.

(Sub (c) adopted effective July 1, 1991.)

(d) Conflict of interest

A small claims advisor must disclose any known direct or indirect relationship the advisor may have with any party or witness in the action. An advisor must not disclose information obtained in the course of the advisor's duties or use the information for financial or other advantage.

(Sub (d) amended effective January 1, 2007; adopted as sub (c) effective January 1, 1986; previously relettered effective July 1, 1991.)

Rule 3.2120 amended and renumbered effective January 1, 2007; adopted as rule 1725 effective January 1, 1986; previously amended effective July 1, 1991.

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ATTACHMENT 3

AGREEMENT FOR SMALL CLAIMS ADVISORY SERVICES

This Agreement is made and entered into this ____ day of _____ 20__, by and between the Superior Court of California, County of Tulare (Court), and _____ (Contractor). Court and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. Section 116.260 of the Code of Civil Procedure requires that in each county, individual assistance be made available to advise small claims litigants and potential litigants without charge.
- B. Court desires to ensure operation of a Small Claims Advisory Program in the County of Tulare in accordance with California Rules of Court, rules 3.2120 and 10.810, and sections 116.260, 116.920, 116.930 and 116.940 of the Code of Civil Procedure.
- C. Contractor is a member of the State Bar of California or employs one or more attorneys who are members of the State Bar as defined in Business and Professions Code sections 6002 and 6060.
- D. Court desires to delegate the day-to-day responsibility for operation of the Small Claims Advisory Program to Contractor and Contractor desires to assume such responsibility under the terms and conditions set forth in this Agreement.

Contractor and Court agree as follows:

Agreement

1. Term and Scope of Services.

1.1 Term. The term of this Agreement is two years commencing on February 1, 2016 and ending January 31, 2018, unless extended or earlier terminated as provided herein.

1.2 Extension of Term. Court and Contractor, upon mutual written agreement, may extend the term of this Agreement for up to three consecutive one-year periods.

1.3 General Scope of Services. Contractor shall furnish to Court for Court’s Small Claims Advisory Program all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional advice to small claims litigants and potential litigants (Services). The Services are more particularly described in Exhibit A. All Services are subject to, and must be performed in accordance with, this Agreement, including the exhibits, and all applicable local, state and federal laws, rules and regulations.

2. Responsibilities of Contractor.

2.1 Independent Contractor Status. The Services must be performed by attorneys who are members of the State Bar as defined in Business and Professions Code sections 6002 and 6060 or by paralegals as defined in Business and Professions Code section 6450 and who are under attorneys' supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Court retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement so long as such action does not interfere with the performance of Services under this Agreement and does not create a conflict of interest or the appearance of impropriety. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of Court and shall at all times be employees of Contractor under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Contractor shall perform the Services expeditiously and in accordance with the Schedule of Services set forth in Exhibit B.

2.3 Training. Contractor shall cause any personnel performing Services under this Agreement to participate in training to ensure competence in the areas of small claims court practice and procedure; alternative dispute resolution programs; consumer sales; vehicular sales, leasing and repairs; credit and financing transactions; professional and occupational licensing; landlord-tenant law; contract, warranty, tort and negotiable instruments law.

2.4 Substitution of Key Personnel. Contractor represents and warrants to Court that certain key personnel employed by Contractor will perform the Services under this Agreement. Should one or more key personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Court. In the event that Court and Contractor cannot agree as to the substitution of key personnel, Court has the right to terminate this Agreement for cause. At the request of Court, Contractor shall promptly remove from the Small Claims Advisory Program any personnel who fail or refuse to perform the Services in a manner acceptable to Court. The key personnel for performance of this Agreement are as follows:

_____.

2.5 Contractor's Representative. Contractor hereby designates _____, to act as Contractor's representative for the purpose of coordinating with Court the performance of Services by Contractor under this Agreement (Contractor's Representative). Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.6 Coordination of Services. Contractor agrees to work closely with Court staff in the performance of Services and shall be available to Court's staff at all reasonable times. Contractor agrees that all materials or programs created and/or implemented to perform the Services must be reviewed and approved by one of Contractor's attorneys. All work prepared by Contractor in the performance of Services is subject to the approval of Court.

2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner (a) consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and (b) specifically in the application to small claims matters of statutes, rules of court, and cases relevant to small claims proceedings. Contractor shall comply and shall cause its personnel to comply with the State Bar Act and California Rules of Professional Conduct relative to the provision of Services. Contractor shall provide Services consistent with such performance guidelines as may from time-to-time be provided by Court. Contractor shall perform, at its own cost and expense and without reimbursement from Court, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of Contractor who is determined by Court to be uncooperative, incompetent, a threat to the adequate operation of the Small Claims Advisory Program, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Court, shall be promptly removed from the Small Claims Advisory Program by Contractor and shall not be re-employed to perform any of the Services.

2.8 Representations and Warranties. Contractor represents and warrants that the following statements are true and will remain true during the term of this Agreement:

- (a) Contractor and its personnel who perform Services possess the necessary professional and technical qualifications and licenses and permits required to perform under this Agreement.
- (b) Contractor is fully informed of and in compliance with all laws, rules and regulations applicable to the business of Contractor, the Services and the execution and performance of this Agreement, and specifically:
 - (i) Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to Court or any other Judicial Branch Entity or Judicial Branch Personnel (as defined in section 10) with a view toward securing this Agreement or securing favorable treatment with respect to any determination concerning performance of this Agreement;
 - (ii) Contractor has no interest that would constitute a conflict of interest under Government Code sections 1090 et seq. and 87100 et seq. or under California Rules of Court, rules 10.103 and 10.104;
 - (iii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital status (including domestic partner status), medical conditions (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation;
 - (iv) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any person in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

- (c) This Agreement does not constitute a conflict of interest or default under any other agreement to which Contractor is a party.
- (d) No suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation is pending or threatened against Contractor or could adversely affect Contractor's financial condition or the performance of Services under this Agreement.

3. Contractor Certification Clauses.

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

3.1 Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

3.2 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.

3.3 No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

3.4 No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

3.5 No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

3.6 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

3.7 Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

3.8 Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

3.9 Noninfringement. The Services, Deliverables, and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.

Nondiscrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.

3.10 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

4. Insurance.

4.1 General Requirements for Contractor’s insurance that is required during the term of the Agreement:

- A. Contractor shall maintain the required insurance for its operations with an insurance company or companies that are rated “A- VII” or higher by A.M. Best’s key rating guide and authorized to do business in the State of California. If Contractor is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
- B. For all insurance policies required by this section, Contractor shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance.
- C. If self-insured, Contractor agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured under the terms of this section.
- D. Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.

E. The Certificates of Insurance shall be addressed as follows:

Superior Court of California
County of Tulare
221 S. Mooney Blvd., Room 303
Visalia, CA 93291

- F. All insurance policies required under this section shall be in force until the end of the term of this Agreement or completion of the Services, whichever comes later.
- G. If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- H. In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- I. The Commercial General Liability and Automobile Liability insurance required by the "Insurance Requirements" herein below, as well as any Excess/Umbrella Liability insurance that Contractor maintains in compliance with the terms of this section shall be endorsed to include the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of performance of the Services.
- J. Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this section, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.
- K. All insurance policies required under this section shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- L. Contractor shall be responsible for and may not recover from the State of California, the Judicial Council of California, or the Superior Court of California, County of Tulare any deductible or self-insured retention that is connected to the insurance required under this section.
- M. The insurance required under this section shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of Tulare.

- N. The cost of all insurance required by this section is the sole responsibility of Contractor, and is a component part of Contractor’s agreed compensation.
- O. Contractor shall require insurance from subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of Contractor under “Insurance Requirements” herein below and with limits of liability, which in the opinion of Contractor are sufficient to protect the interests of Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Tulare.

4.2 Insurance Requirements: From the beginning of the performance of the Services, the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. Commercial General Liability: Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- B. Commercial Automobile Liability: If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
- C. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and Employers Liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.
- D. Professional Liability Insurance: Professional Liability insurance covering Contractor’s acts, errors, and omissions committed or alleged to have been committed, which arise out of rendering or failure to render the Services required under this Agreement. The policy shall provide limits of not less than \$1 million per claim or per occurrence and \$1 million annual aggregate. If the policy is written on a “claims made” form, Contractor shall continue the coverage, either through policy renewals or the purchase of an extended discovery period, if such extended discovery period is available, for not less than one (1) year from the date of the completion of the Services. The retroactive date or “prior acts date” of any such “claims made” policy must be no later than the date that Services commence.

5. Fees and Payments.

5.1 Compensation. For all Services rendered under this Agreement, Contractor shall be paid a fixed rate of _____ Dollars (\$_____) per month

(Monthly Compensation). The total sum of all Monthly Compensation shall not exceed _____ Dollars (\$_____) during the initial two-year term of this Agreement. Court's obligation to compensate Contractor is subject to the availability of funds. Court will notify Contractor if funds become unavailable or limited during the term of this Agreement.

5.2 Payment of Compensation. Contractor shall maintain a daily log of the number of advisory telephone calls made and the number of calls received from small claims litigants and potential litigants and the approximate time devoted to such calls. On or before the fifth (5th) working day of each month, Contractor shall submit to Court a monthly itemized statement which summarizes the number of calls and time spent giving advisory assistance during the preceding month. Each statement sent shall be addressed to Court and to the attention of *Accounts Payable*. Court shall pay to Contractor the Monthly Compensation on or before the **twentieth (20th) day** after receipt of an itemized statement for such month in form acceptable to Court.

5.3 Reimbursement for Expenses. Contractor will not be reimbursed for any travel or other expenses unless such reimbursement is specifically authorized in writing by Court prior to the time such expenses are incurred by Contractor.

6. Audit; Retention of Records.

6.1 Maintenance and Inspection of Records. Contractor shall maintain complete and accurate records with respect to performance of Services and billing under this Agreement. All such records must be clearly identifiable. Contractor shall allow an authorized representative of Court during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents, proceedings, and activities related to the Services or this Agreement for a period of four (4) years from the date of final payment under this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party.

7. Termination.

7.1 Termination of Agreement. Court may, by written notice to Contractor, terminate all or any part of this Agreement at any time and with or without cause by giving written notice to Contractor of such termination, and specifying the effective date of such termination, Contractor will be compensated only for those Services which have been adequately rendered as determined by Court, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

7.2 Effect of Termination. If this Agreement is terminated as provided herein, Court or any individual small claims litigants and potential litigants may require Contractor to provide all finished or unfinished documents and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

8. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: _____

Court: Superior Court of California
County of Tulare
Attention: Deanna A. Jasso
221 South Mooney Boulevard, Room 303
Visalia, California 93291

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the United States Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Ownership of Materials and Confidentiality.

9.1 Contractor hereby assigns to Court, for no additional consideration, all rights, including copyrights, in documents and other works prepared by or for Contractor in connection with Services under this Agreement or the Small Claims Advisory Program. Such assignment does not apply to the extent, and only to the extent, any such documents and other works are subject to a lawyer’s duty of confidentiality owed to a represented party.

9.2 Confidentiality. Contractor shall hold in confidence and treat as confidential information all documents, data (electronic or otherwise) and information that is designated as confidential by Court or, if not so designated, is nonpublic information that under the circumstances ought to be treated as confidential information and is disclosed to or obtained by Contractor during the performance of Services under this Agreement or otherwise. Contractor shall not use such confidential information for any purpose other than the performance of Services or to comply with applicable law. Contractor shall not make any public announcement or issue any press release about the Services or this Agreement without the prior written consent of Court.

9.3 Cooperation; Further Act. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including any action reasonably requested by Court to establish and perfect the rights assigned to Court under section 9.3.

10. Indemnification. Contractor shall defend (with counsel satisfactory to Court), indemnify and hold Judicial Branch Entities and Judicial Branch Personnel (as defined below) harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, related or incident to the performance of Services under this Agreement by Contractor, its personnel, officials, officers, employees, agents, consultants, contractors, and subcontractors, including without limitation, the payment of all consequential damages and attorneys’ fees and other related costs and expenses, except to the extent (a) immunity under Government Code section 818.9 applies, or (b) resulting from the negligence or willful misconduct of a Judicial Branch Entity or Judicial Branch Personnel. Contractor shall reimburse the Judicial Branch Entities and Judicial Branch Personnel for any and all legal expenses and costs incurred by each of them in connection with enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by any Judicial Branch Entity or Judicial Branch Personnel. Judicial Branch Entity has the meaning stated in Government

Code sections 900.3 and 940.3: any Superior Court, Court of Appeal, the Supreme Court, the Judicial Council, or the Administrative Office of the Courts. Judicial Branch Personnel means all judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.

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

11.1 Domestic Partners, Spouses, and Gender Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

11.2 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11.3 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

11.4 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).

11.5 DVBE Commitment. *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

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

11.7 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the term, qualified to do business and in good standing in California.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

12.2 Governing Law. This Agreement is governed by the laws of the State of California. Venue is in County of Tulare.

12.3 Time of Essence. Time is of the essence in the performance of each and every provision of this Agreement.

12.4 Court's Right to Employ Other Contractors. Court reserves the right to engage in such manner as Court deems appropriate, the services of other parties in connection with the Small Claims Advisory Program.

12.5 Assignment or Transfer. Contractor shall not assign, subcontract, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Court. Any attempt to do so will be void, and no assignee, subcontractor or transferee shall acquire any right or interest by reason of such attempted assignment, subcontracting or transfer.

12.6 Construction; References; Captions. Each Party participated in the negotiation of this Agreement and neither Party prepared this Agreement for purposes of construing this Agreement under Civil Code section 1654. Any term referencing time, days or period for performance shall be deemed calendar days and not work days unless otherwise specified. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs of this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

12.7 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and signed by both Parties.

12.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

12.9 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement remain in effect.

12.10 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.11 Counterparts. This Agreement may be signed in counterparts, each of which is construed an original.

EXHIBIT A

SCOPE OF SERVICES

Contractor shall, in a professional manner, perform the following services for Court:

- A. Contractor will advise individual small claims litigants and potential litigants concerning small claims court rules and procedures and assist with the evaluation, preparation, and presentation of the legal and factual aspects of the individual's case.
 - 1. Advisory services shall be provided in person or by telephone, and by any other means reasonably calculated to provide timely and appropriate assistance.
 - 2. Recorded telephone messages may be used to supplement the individual personal advisory services, but shall not be the sole means of providing advice.
- B. Contractor shall perform the above duties in both Spanish and English.
- C. Contractor shall meet with personnel of the Small Claims Division of Court upon the request of such personnel to discuss any problems arising in connection with the advisory service, but Contractor shall otherwise operate the advisory service independently of court control.
- D. Contractor shall not appear in any Small Claims Court in Tulare County as an advocate for any party.
- E. Contractor shall advise only the first party to a particular dispute who communicates with Contractor unless the parties agree in writing that Contractor may advise all of them. If such consent is not obtained, Contractor shall refer the second party to another small claims advisor or a volunteer attorney, law student, paralegal, or mediator experienced in small claims procedure. Such volunteers shall be on a list approved by Court and on file with Court.
- F. Contractor shall disclose any known or indirect relationship Contractor may have with any party or witness to any action. A Contractor shall not disclose information obtained in the course of Contractor's duties or use information for financial or other advantage.
- G. Contractor shall maintain a daily log of the number of advisory telephone calls made and received and approximate time devoted to such calls. On or before the fifth working day of each month, Contractor shall submit to Court a summary of the number of calls and time spent giving advisory assistance during the preceding month.
- H. There shall be no limit to the amount of Services requested of Contractor. Contractor shall respond to all requests for Services during the term of this Agreement.

EXHIBIT B

SCHEDULE OF SERVICES

- A. Contractor shall expeditiously complete the Services, and meet any other schedules and deadlines set by Court.
- B. Contractor shall respond to all Court requests in a prompt and timely manner and shall adhere to all performance guidelines set by Court.
- D. Contractor shall be available to provide Services from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Court holidays, at Contractor's office.

ATTACHMENT 4 – PAYEE DATA RECORD (in lieu of IRS W-9)

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: <p align="center">Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798</p>
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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 check the appropriate box	<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 NOTE See instructions on page 2 Vendor Contact Information and signature	Under penalties of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
	3. I am a U.S. citizen or other U.S. person, as defined by the IRS.		
	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6	Please choose from the JCC Vendor category below to help us expedite payment
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Vendor Category	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> VOLUNTEER	<input type="checkbox"/> OTHER <i>(description required)</i>
	<input 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: <i>(indicate language)</i>	
	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS

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>
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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 user their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
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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>
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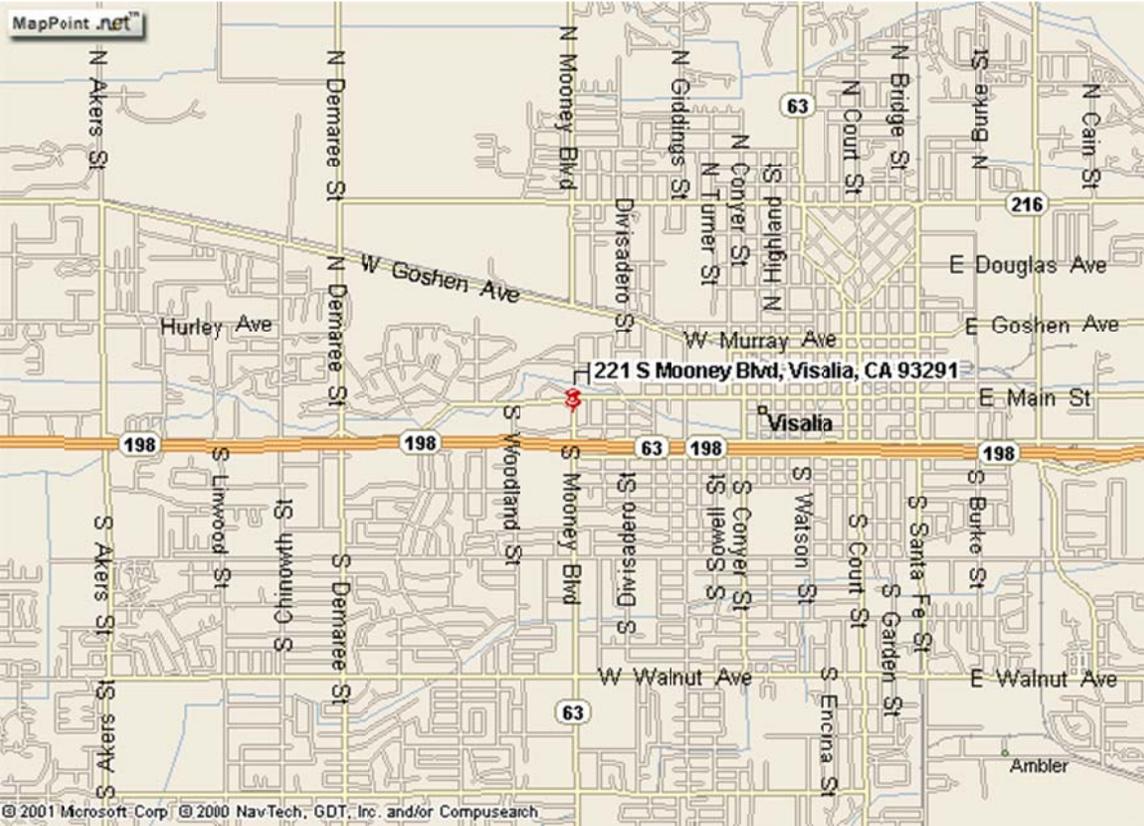
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>
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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>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Map to Visalia Courthouse:



**ATTACHMENT 6
GENERAL CERTIFICATIONS FORM**

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

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

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

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

Check box to indicate acceptance of the clauses above.

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

**ATTACHMENT 7
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 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>

**ATTACHMENT 8
BIDDER DVBE DECLARATION FORM**

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

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

If yes:

A. State the percentage of the contract work Bidder will subcontract: _____

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

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

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

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

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

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

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

SECTION IV. CERTIFICATION

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

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

**ATTACHMENT 9
DVBE DECLARATION**

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

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

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<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 www.bidsync.com/DPXBisCASB.

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

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

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