

REQUEST FOR QUOTE



**THE SUPERIOR COURT OF CALIFORNIA
THE COUNTY OF TULARE**

**REGARDING:
NEW CARPETING**

**RFQ TITLE: *CARPETING*
RFQ NUMBER: *54-1049 18/19***

**PROPOSALS DUE:
AUGUST 27, 2018
NO LATER THAN 4:00 P.M. PACIFIC TIME**

REQUEST FOR QUOTE #54-1049 18/19

CARPETING

1. INTRODUCTION

The Superior Court of California, County of Tulare is soliciting proposals for the purchase and installation of new carpeting as defined in the attached Scope of Work

1.1 Location

Your proposal is for the purchase and installation of new carpeting for the Juvenile Justice Center located at 11200 Ave. 368, Visalia, CA 93291

2. RFQ CONTACT AND QUESTIONS PROCESS

The following individual has been designated by the Court as the primary contact (the "Court RFQ Contact") throughout the RFQ process unless otherwise advised in writing:

Ed Jones
Phone: (559) 730-5000 ext. 1129
E-mail: tcscRFP@tulare.courts.ca.gov

During the RFQ process, Proposers may submit questions to aid in their response to the Court. Please submit questions via e-mail to the Court RFQ Contact no later than two (2) weeks prior to the Proposal Due Date to allow the Court to efficiently answer all questions.

If you make assumptions about the meaning or accuracy of information contained herein, then the assumptions should be stated in the proposal.

If you do not ask questions or clarify any assumptions, the Court will assume that you agree with and understand all requirements. The Court assumes that your proposal addresses the requirements as documented in this RFQ.

2.1 Proposer Requirements to Follow RFQ Process

No Proposer or their representative shall have any contact with any Court personnel relating to this project; other than the RFQ Contact without first obtaining the approval of the designated Court RFQ Contact in writing. Failure to follow this requirement will be grounds for the Proposer to be eliminated without further discussion.

2.2 RFQ Response - Distribution - Copies and Format

Request for Proposal responses must be delivered no later than 4:00 p.m. (PST) on **August 27, 2018** to:

The Superior Court of California, County of Tulare
Attn: Procurement (Carpeting)
221 S. Mooney Blvd. Room 303
Visalia, CA 93291

2.3 Proposal

The Proposer must submit a Transmittal Letter with its proposal.

The Transmittal letter will identify the key response contact, their title and full contact information and the following items:

1. A statement indicating that the response will remain valid for ninety (90) days after submission.
2. The following paragraph:

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I, _____, an authorized representative of the (insert Proposer company name), agree to the terms and conditions stated in this RFQ, and I further understand the issuance and subsequent receipt of this RFQ does not obligate the Court to purchase any goods or services. The Court will not be bound to purchase any goods or services until such time as contracts or agreements are negotiated in detail and mutually executed between the parties.

3. The Proposer must submit one (1) proposal, containing both their technical information and cost proposal, either by email to the Court RFQ Contact or U.S. Postal Service or hand delivered. The proposal must be signed by an authorized representative of the Proposer. The Proposer must write the RFQ title and number on the outside of the sealed envelope or if sending by email write the RFQ title and number in the subject line.
4. Proposers are encouraged to provide concise responses to the greatest extent possible, in order for the Court to fully understand your proposal. Proposers are asked **NOT** to insert large amounts of marketing or sales materials that do not add value to the evaluation process.

2.4 Proposer Due Diligence

This RFQ is intended to provide Proposer with enough information to build their proposals, but it is the Proposer's responsibility to obtain any additional information deemed necessary. Should a response omit any specific service or other charge due to failure of the Proposer to properly propose their system; any additional costs incurred resulting from the omission will be the responsibility of the Proposer.

2.5 Late responses will not be accepted.

3. PROPOSAL CONTENTS

3.1 Product/Service Experience

1. A brief description of the history and organization of the Proposer's firm and any proposed subcontractor(s).
2. Copies of business licenses, professional certifications or other credentials. If the Proposer is a Corporation, evidence that it is in good standing and qualified to conduct business in California.

3.2 Technical Information

1. Qualifications, background and experience of the company and staff proposed to work on the project.
2. Upon specific request of the Court, Vendor shall provide consent and waiver forms permitting County to obtain personal employment and professional qualification information about Contractor(s) who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to Court. General information would be sufficient pertaining to the services being provided under this RFQ.
3. If proposed as part of the services offered, screenshot samples and navigation information for the Proposer's online service management system, including sample request forms, look-up queries and other account management tools.
4. Provide the signature of the proposer.

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3.3 Cost Proposal

The following information must be included in the cost proposal. A proposal lacking any of the following information may be deemed non-responsive.

1. Legal name and address of firm (Proposer).
2. A detailed cost proposal, including any travel costs or other expenses. Proposer's Cost Proposal should include an estimate of any possible cost increases projected through the life of the contract. Proposer's proposal should make their initial offer on the most favorable terms available. The Court reserves the right to have discussions with those Proposers whose proposals fall within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
3. Provide the signature of the proposer.
4. The prices paid by the Court to Proposer shall be at least as low as those fees charged by Proposer to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer.
5. Taxes and freight charges:
 - a. The Court is soliciting a total price quoted for this project. The prices quoted shall be the total cost the Court will pay for this project including Sales, Use, or other taxes, and all other charges.
 - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by Court, will be paid by the Court unless expressly included and itemized in the bid.
6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
7. Price quotes shall include any and all payment incentives available to the Court.
8. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
9. Federal and State minimum wage laws apply.
10. **Prevailing Wages:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State

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Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

3.5 Acceptance of the Terms and Conditions.

1. On Attachment 2, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions.
2. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
3. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**

3.6 Certifications, Attachments, and other requirements.

1. Proposer must include the following certification in its proposal:

Using Attachment 4: **Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.**

2. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification attached as Attachment 3 and submit the completed certification with its proposal.
3. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California. The Court will verify by checking with California's Office of the Secretary of State.

4. SUBMISSION OF PROPOSALS

1. The Proposer should include the following attachments in the proposal envelope:
 - Attachment 1 – Court's Standard Terms and Conditions – ***only*** if there are exceptions/modifications as indicated on Attachment 2.
 - Attachment 2 – Proposer's Acceptance of Terms and Conditions. Any material exceptions taken to the Standard Terms and Conditions may render Proposer's proposal disqualified.
 - Attachment 3 – Darfur Contracting Act Certification
 - Attachment 4 – General Certification Form
 - Attachment 5 – Proposal Form

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PROPOSERS SHALL NOT MODIFY PROPOSAL FORM(S) OR QUALIFY THEIR PROPOSALS. PROPOSERS SHALL NOT SUBMIT TO THE COURT A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE PROPOSAL FORM(S) OR ANY OTHER COURT-PROVIDED DOCUMENT.

5. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	July 23, 2018	
Written Questions Due	by 4:00 pm August 27, 2018	
Pre-Proposal Conference (Mandatory)	July 30, 2018 @ 2:30 pm In the 2 nd Floor Lobby	at: Juvenile Justice Center 11200 Ave 368 Visalia, CA 93291
Submitted Questions Answered	August 13, 2018 (on line at court's website http://www.tularesuperiorcourt.ca.gov/)	
Proposals Due	August 27, 2018 by 4:00 p.m.	
Evaluation Period <i>(Estimate Only)</i>	August 28 - 31, 2018	
Notice of Intent to Award <i>(Estimate Only)</i>	September 4, 2018	
Contract Start Date <i>(Estimate Only)</i>	September 10, 2018	

6. OFFER PERIOD

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

7. EVALUATION OF PROPOSALS

CRITERION	MAXIMUM NUMBER OF POINTS
Experience on similar assignments	15
Cost	30
Credentials of staff to be assigned to the project	20
Acceptance of the Terms and Conditions	10
Ability to meet timing requirements to complete the project	25

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8. PRE-PROPOSAL CONFERENCE

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

9. INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a product demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The court will notify eligible Proposers regarding interview arrangements.

10. RIGHTS

The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFQs in the future. This RFQ 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 a proposal. One copy of each proposal will be retained by the Court for official files and will become a public record.

11. CONTRACTING REQUIREMENTS

Upon selection of a Proposer, the terms set forth in this RFQ are to be embodied in a definitive agreement containing such additional covenants and other provisions as maybe mutually acceptable. The Court contemplates that, in addition to the terms described above in this RFQ, final agreement between the Court and the selected Proposer will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Warranties and Representations

Proposer will warrant and represent that it possesses such expertise, experience, facilities, and resources to perform the scope of services required in a diligent, timely, and professional manner consistent with the standards of the industry. Proposer will supply, at all times, an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

B. Equipment, Tools, and Supplies

The Proposer will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services, and insurance required. The Proposer is not required to purchase, rent, or hire any equipment, tools, supplies, offices, transportation, personnel, insurance, or instrumentalities from the court. The court has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel,

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instrumentalities, transportation, support services, or insurance required to perform services under this agreement.

C. Indemnity Obligations of Proposer

To the fullest extent permitted by law, the Proposer will agree to protect, indemnify, defend and hold the Court, the Administrative Office of the Courts, and its officers, employees, agents and representatives, and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Proposer, the Proposer's employees, subcontractors, agents, representatives or assigns (collectively, the "Proposer's Agents") in the performance or non-performance of the professional services required to be performed by the Proposer under the Agreement; or (c) the Court's enforcement of its rights under this indemnity provision.

The Proposer will agree that its obligations under this indemnity will survive the expiration and termination of this agreement. In the event both the Court and Proposer are named as defendants in the same civil action, and the Court determines that a conflict of interest exists between the parties, Proposer will agree to provide, at its own cost, independent counsel for the Court. The Court may, at its option, designate the Administrative Office of the Courts, Office of General Counsel as equal participating counsel in any litigation wherein the Proposer defends the Court.

D. Insurance Obligations of Proposer

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and the Court, with an insurer reasonably acceptable to the Court:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limits;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence;
3. Comprehensive automobile liability insurance covering owned, leased, hired, and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit;
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Proposer will deliver to the Court offices at 221 S. Mooney Blvd., Visalia, CA 93291, Room 303, and Attention: Ed Jones, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the Court as an additional

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insured and will state that the Proposer's policy shall be primary and that any insurance carried by the Court shall be noncontributing with respect thereto.

Each such policy will provide for thirty (30) days prior written notice to the Court in the event of cancellation or reduction in coverage or amount. If the Proposer fails to secure and maintain insurance policies complying with the provisions of this agreement, the Court may purchase the appropriate insurance policies and the Proposer will pay upon demand the cost of it to the Court or the Court may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Proposer, if the Proposer assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Proposer will immediately notify the Court if the Proposer's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Proposer's commercial general liability insurance contains such restrictive endorsements, the Proposer shall have five (5) business days to remove said restrictions. If the Proposer is unable to do so, the Court may terminate this agreement, and will be required to give the Proposer no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

E. Termination

1. **At Will:** The agreement may be terminated by the Court, in its sole and complete discretion, upon thirty (30) days written notice to Proposer. In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods, or reimbursable expenses associated with any work or service not specifically authorized by the Court.
2. **Authorization of Funds:** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the Court of any further obligation, except for the Court's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Proposer:** This agreement may be terminated by the Court upon fifteen (15) days written notice to the Proposer in the event the Proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Court will have the right to have the services completed by other parties and the Proposer will reimburse the Court for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Court will not be deemed a waiver of any other right or remedy.

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of the Court, including, without limitation, the Court's right to consequential damages caused directly or indirectly by the Proposer's default.

4. **Automatic Termination:** This agreement will automatically terminate on the occurrence of any of the following events:
 - a. bankruptcy or insolvency of either party;
 - b. sale of the business of either party;
 - c. failure to comply with federal, state or local laws, regulations or requirements; or expiration of the agreement.

F. Confidentiality and Publicity

The Proposer will retain all confidential information provided by the Court in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Court. The Court retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Proposer will not issue any public announcements concerning the Court without the prior written consent of the Court.

G. Compliance with Laws

The Proposer agrees to comply with all applicable federal, state and local laws, and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Proposer agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

H. Assignment/Subcontracting

1. Assignment; The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the Court, which consent may be granted or withheld in the sole and absolute discretion of the Court.
2. Subcontracting; The Proposer may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Court.
3. The Proposer will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Proposer and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Proposer provides a written guarantee that the Proposer's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

I. General Provisions

1. **Force Majeure:** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

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2. **Governing Law:** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees:** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of the agreement into any judgment.
4. **Audit:** Proposer agrees that the Court or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement. Proposer agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Proposer agrees to allow the Court or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Proposer agrees to include a similar right of the Court or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License:** In those instances where required, the Proposer represents and warrants that the Proposer holds a license, permit, or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit, or special license and shall keep and maintain all such licenses, permits, or special licenses in good standing and in full force and effect at all times while the Proposer is performing the services pursuant to the agreement.

12. PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Court's Local Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in this chapter will render a protest inadequate and non-responsive, and will result in the rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date, Request For Quotes. Protests should be sent to:

Tulare Superior Court
ATTN: Protest Hearing Officer
221 S. Mooney Blvd.
Room 303
Visalia, CA 93291

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**ATTACHMENT 2
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

1. Proposer accepts Attachment 1: The Court's Standard Terms and Conditions ("Attachment 2") without exception.

OR

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

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

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**ATTACHMENT 3
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 JBE 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 JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE 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.

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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>	

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**ATTACHMENT 4
GENERAL CERTIFICATIONS FORM**

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

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

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

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

Conflict Minerals: Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

Check box to indicate acceptance of the clauses above.

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

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**ATTACHMENT 5
PROPOSAL FORM**

Proposal: **Carpeting – RFQ #54-1049 18/19**

Proposer Company Name: _____

To: Tulare County Superior Court
221 S. Mooney Blvd., Room 303
Visalia, CA 93291
Attn.: Procurement

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work in accordance therewith, for the sum of:

Courtroom A: \$ _____

Courtroom B: \$ _____

Courtroom C: \$ _____

Judge's Chambers & Clerk's Offices Dept. A: \$ _____

Judge's Chambers & Clerk's Offices Dept. B: \$ _____

Judge's Chambers & Clerk's Offices Dept. C: \$ _____

Administration Offices: \$ _____

TOTAL ALL: \$ _____

In submitting this proposal it is understood that the right is reserved by the Court to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, faxed, emailed, or hand delivered to the undersigned within thirty (30) calendar days after the opening thereof, or anytime thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) calendar days after the contract is presented to him/her for signature.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

(Company Name)

(Official Address)

(By)

(Title)

(CA. State Contractors License #)

(Main Contact Telephone #)