



# REQUEST FOR PROPOSALS

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF BUTTE**

**RFP TITLE:  
DEPENDENCY ATTORNEY SERVICES**

**RFP NUMBER:  
RFP 01-2014**

**ISSUE DATE:  
MARCH 3, 2014**

**PROPOSALS DUE:  
APRIL 4, 2014 NO LATER THAN 1:00 P.M. PACIFIC TIME**

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# 1 Background Information

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The Superior Court of California, County of Butte (Court) is a trial Court of general jurisdiction. The Court is a mid-size organization and has approximately 13 judicial officers and 120 employees providing a full range of court services for disputes and cases involving civil, criminal, family, domestic, traffic and juvenile law.

This RFP, associated documents, including the Notice of Intent to Award and/or all addenda that may be issued will be available on the following website, referred to individually and collectively as “Court website”: <http://www.buttecourt.ca.gov>

## 2 Description of Services and Deliverables

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### 2.1 General Background

The Superior Court of California, County of Butte, is requesting proposals from highly qualified attorneys with expertise in providing legal representation in juvenile dependency proceedings. Representation in said hearings is currently provided by four full time attorneys and one part time attorney. The current contracts are set to expire and the court is seeking solicitations for these contractor services. This RFP is the means for prospective service providers to submit their qualifications and request selection.

There are approximately 400 juvenile dependency cases disposed each year at the Court. Attorneys representing children and parents who are parties in a juvenile dependency proceeding are typically appointed by the Court.

The Court intends to award multiple contracts for the period from July 1, 2014 through June 30, 2016. The Court is looking to select the equivalent of four full time attorneys; the Court is also considering a part time attorney in addition to the four full time attorneys. It is the intent of the Court to transfer all dependency cases from attorneys who leave the program to the successful proposer, if new vendors are selected, subject to negotiation and in recognition of the importance of the attorney-client relationship, consistency for children in the dependency system and the need for timely case adjudication. The selected providers should be prepared to accept all appointments, whether new or ongoing, as of July 1, 2014. Note, however, that currently appointed attorneys may not be immediately released on a limited number of cases that may be at a critical stage.

Proposals will be considered from all juvenile dependency provider types, including but not limited to:

- Non-profit organizations;
- Private firms;

- Solo practitioners;
- Any combination of the above

## **2.2 Payment Information**

Successful proposers will be awarded either a full-time or half-time (if the Court elects to pursue a half-time position) case load and will be compensated in the amounts below:

Full Time Case Load per Attorney:

- The total maximum monthly compensation for services rendered will be **\$12,719.00**.
- The maximum compensation allowable during the full term of the contract (July 1, 2014 – June 30, 2016) is **\$305,256.00**

Half Time Case Load per Attorney:

- The total maximum monthly compensation for services rendered will be **\$6,359.50**
- The maximum compensation allowable during the full term of the contract (July 1, 2014 – June 30, 2016) is **\$152,628.00**

All rates listed in section 2.2 are all-inclusive and are to cover personnel (including the attorney and administrative support), professional services (including social worker services), insurance, and overhead costs.

Upon prior approval of the court and pursuant to Local Rules of Court, the Court will provide reimbursement for certain extraordinary expenses, such as out-of-state travel to visit child clients and court-ordered professional services.

Note that the Court cannot pay for services in advance.

## **2.3 Caseload**

The historical caseload of the Juvenile Dependency Court is distributed among four full time attorneys and 1 half time attorney. A full time attorney's case load is approximately 300 to 400 referrals and a half time attorney's case load is approximately 150 to 200 referrals. Note that each case may have multiple attorneys assigned representing the parties. Based upon workload and available funding, the Court may adjust the total number of attorneys during the term of this contract.

## **2.4 Calendaring**

For 2014, the Court hears juvenile dependency cases primarily at the main courthouse located on Court Street in Oroville. Beginning in the first quarter of 2015, dependency cases will be primarily heard at the North County Courthouse located on Concord Avenue in Chico. The Court uses a direct method of calendaring dependency cases.

Proposers should assume that all court departments with dependency matters will require support on a continuing basis.

## 2.5 Reporting and Billing

Successful Proposers will be required to maintain and report to the Court statistical information regarding dependency representation, and shall provide said statistical information in Microsoft Excel format to the Court on a monthly basis. Successful Proposers will also be required to submit invoices on standard forms provided by the Court. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.

# 3 Timeline for This RFP

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## 3.1 Procurement Schedule

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

Event	Date
RFP issued	March 3, 2014
Deadline for questions	March 21, 2014 4:00PM PT
Last day questions and answers will be posted	March 28, 2014
Latest date and time proposal may be submitted	April 4, 2014 1:00PM PT
Bidder presentations*	April 14 – 17, 2014
Evaluation of proposals ( <i>estimate only</i> )	April 18 – 25, 2014
Notice of Intent to Award ( <i>estimate only</i> )	April 28, 2014
Contract Start Date	July 1, 2014
Contract End Date	June 30, 2016

*\*Bidder presentations will be conducted at 1 Court Street, Oroville CA 95965*

## 3.2 RFP Attachments

The following attachments are included as part of this RFP:

Attachment	Description
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Court General Terms and Conditions	If selected, the person or entity submitting a proposal (“Proposer”) must sign this Court Standard Form agreement.

Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions and submit with its proposal. <b>Note: A material exception to the Terms and Conditions will render a proposal non-responsive.</b>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	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 and submit with its proposal.

### 3.3 Bidder Presentations

The Court will conduct bidder presentations on the date identified in the timeline above. The bidder presentation is an opportunity for the Proposer to discuss their qualifications, capabilities, and experience before a panel consisting of the Supervising Juvenile Judge Court Executive Officer, and Court Operations Manager. Proposers will be expected to present their proposal and then answer questions from the panel.

Attendance at the bidder presentation is **MANDATORY**. The Court will reject a proposal from any Proposer who did not attend the bidder presentation. The Court contact will schedule specific presentation dates and times with Proposers.

### 3.4 Submissions of Proposals

Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

The Proposer must submit one (1) original and four (4) copies of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Superior Court of California, County of Butte  
Department of Administration  
1 Court Street

Oroville, CA 95965  
Attn: Scott Miller, Court Services Analyst III

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

### **3.5 Proposal Contents**

a. Technical Proposal (Refer to Sections 4.1 through 4.4)

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

- i. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- ii. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- iii. Names, addresses, and telephone numbers of a minimum of five (5) references that are familiar with the attorney's dependency representation. The Court may check references listed by Proposer. The Court is looking for professional references (governmental departments, law firms, attorneys, social workers et-al). Refer to Section 4.3.
- iv. Proposed method to complete the work as specified in Section 4 of this RFP.

b. Acceptance of the Terms and Conditions

The Contractor selected shall be expected to execute a contract substantially similar to Attachment 2. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change.

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.

**NOTE: A material exception to a Minimum Term will render a proposal non-responsive.**

- c. Certifications, Attachments, and other requirements.
  - i. Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
  - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), then Proposer must submit proof that Contractor is in good standing in California.
  - iv. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, then Proposer must submit proof that Contractor is in good standing and is qualified to do business in California.
  - v. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, then Proposer must submit proof that Contractor is in good standing in its home jurisdiction.

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

### **3.6 Offer Period**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal's 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.

### **3.7 Term of Award**

This Agreement will commence on July 1, 2014 and shall continue in effect until June 30, 2016, unless terminated earlier pursuant to the notice of termination procedures. The Court reserves the right to extend the term of this Agreement for one (1) additional year on a ninety (90) day's written notice by the Court to the Contractor.

### **3.8 Evaluation of Proposals**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. The Court will evaluate the proposals on a 100 point

scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

Scoring Category	Description	Weight
Mandatory participation in the bidder presentation	Proposer to attend bidder presentation	Pass/Fail
Meeting mandatory requirements	Proposal meets all mandatory requirements identified in the RFP	Pass/Fail
Responsiveness of proposal and presentation	Proposer’s demonstrated ability to provide quality legal services, based on related experience, background, qualifications, and training, that will meet or exceed the Court’s requirements listed in this RFP	50%
Acceptance of Terms and Conditions	Proposer’s acceptance of the Court’s Terms and Conditions – <i>material exceptions to the Terms and Conditions will render a proposal non-responsive</i>	50%

The Court may seek clarification from Proposers to clarify aspects of their proposals. Timely, relevant, and professional follow-up from the Proposer is considered part of the Proposal for evaluative purposes.

### 3.9 Confidential or Proprietary Information

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

### 3.10 Disabled Veteran Business Enterprise Participation Goals

The JBE has waived the DVBE incentive in this solicitation.

### **3.11 Protests**

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

Superior Court of California, County of Butte  
Division of Administration  
1 Court Street  
Oroville, CA 95965  
Attn: Richard Holst, Assistant Court Executive Officer

## **4 Response Format and Content**

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Proposers must respond to each of the sections below.

### **4.1 Executive Summary & Authorized Signature**

The Proposer must provide an Executive Summary of its response to this RFP. The Executive Summary should be a “high-level,” general overview of how the Proposer proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate that the Proposer understands the requirements of this RFP.

Proposals must be signed by a duly authorized representative:

- If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
- If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership.
- If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer.
- If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
- If the proposal is made by a joint venture, it must be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so as noted above. Note that the Court will enter into a contract with only one entity, so the lead company who will sign on behalf of the joint venture must be noted.
- If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

### **4.2 Proposal Background Information**

In order to become more familiar with the Proposer, the Court requires the Proposer to provide company information as follows:

- Proposer’s name, address, telephone and fax numbers, and federal tax identification number.
- A short narrative description of the Proposer’s organization, including organization charts and indication of company officers where applicable.
- Headquarter and office locations.
- Principal type of business.

- Total number of years in business.
- Number of years providing services similar in volume and scope to those requested in this RFP.

### **4.3 Proposer Experience and Qualifications**

The Court requires:

- Proposer, and any representatives that will deliver attorney services on the behalf of the Proposer, must be licensed by the Bar to practice law in the State of California, remain active with all California Bar annual requirements, and maintain a clear criminal record.
- Proposer must describe how dependency counsel competency and continuing education requirements will be met, as outlined in Rule 17.5 of the Butte County Superior Court Local Rules of Juvenile Court. Proposals for organizational representation must address how the applicant intends to train and qualify new attorneys to handle cases. The applicant should also describe his or her plan for continuing education, as described in Butte County Superior Court Local Rules of Juvenile Court, Rule 17.5 and California Rules of Court (CRC) Rule 5.660.
- Proposer must include resumes for key staff (including all supervisory level staff, if applicable) that describe their background and experience in conducting the proposed activities. Resumes for key attorney staff must demonstrate training and experience necessary to comply with Butte County Superior Court Local Rules of Juvenile Court, Rule 17.5.
- Proposer must describe the Proposer's experience as it pertains to providing services similar in volume, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
- Proposer must provide the contact person and organization names, addresses, and telephone numbers from a minimum of five (5) references. References may be attorneys who are familiar with the provider's dependency representation, including opposing counsel; and system partners such as the County's Department of Employment and Social Services staff. The Court may check references provided by the applicant. Applicant may identify other courts for which they have provided dependency services; if such courts are identified, applicant must state in this section of the proposal that he or she agrees to the Court contacting those courts.

The Court's Local Rules of Juvenile Court may be found at  
[http://www.buttecourt.ca.gov/local\\_rules/current\\_rules/default.htm](http://www.buttecourt.ca.gov/local_rules/current_rules/default.htm)

CRC Rule 5.660 may be found at  
<http://www.courts.ca.gov/7260.htm?title=five>

#### **4.4 Proposer Description of Services, Conflicts, and Facilities**

The Proposer must provide detailed information regarding each of the following:

##### Supervision

- Proposer must describe how they will supervise the work and work products to ensure the quality and adequacy of dependency representation for both attorney, if applicable, and non-attorney staff.

##### Conflicts

- Proposers must include a detailed plan for identifying and handling conflict situations, pursuant to the criteria contained in Attachment 2, Section 6.0.
- Proposers must demonstrate the ability to provide representation for parents, children, including procedures to avoid ethical conflicts while providing representation to children in a sibling group who present legal conflicts. Proposals must describe how secondary conflicts will be identified and avoided.

##### Facilities

- Proposers must identify the proposed locations of office and client interview facilities, which must be located in Butte County.

**ATTACHMENT 1  
ADMINISTRATIVE RULES GOVERNING THIS RFP**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY ( “JBE”)  
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [RFPSolicitations@buttecourt.ca.gov](mailto:RFPSolicitations@buttecourt.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 timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the JBE’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 timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the JBE via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the JBE 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 JBE of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

**4. ADDENDA**

- A. The JBE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum at [buttecourt.ca.gov](http://buttecourt.ca.gov). 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 JBE 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 JBE 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 JBE no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

## **6. ERRORS IN THE PROPOSAL**

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

## **7. RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE 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 JBE.
- B. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE'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 JBE 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 JBE'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 JBE 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 JBE or the State of California responsible for the cost of preparing the proposal.

- D. Proposers are specifically directed **NOT** to contact any JBE 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 JBE 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 JBE's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the JBE 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. DISPOSITION OF MATERIALS

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

## 9. 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 JBE and the selected Proposer. The JBE 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 JBE and the selected Proposer.

## 10. 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 JBE.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- C. The JBE 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 JBE 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.

## **11. 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 JBE may award the agreement to the next qualified Proposer.

## **12. NEWS RELEASES**

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

## **13. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE 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 JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

**14. AMERICANS WITH DISABILITIES ACT**

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

Richard Holst, Assistant Court Executive Officer  
1 Court Street,  
Oroville, CA 95965

Attachment 2 – Contract Terms and Conditions DRAFT VERSION ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

**STANDARD AGREEMENT** rev 2-10-14

AGREEMENT NUMBER

**TBD**

1. In this agreement (“Agreement”), the term “Contractor” refers to **TBD** and the term “Court” refers to the **Superior Court of California, County of Butte**

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2. This Agreement is effective as of **July 1, 2014** (“Effective Date”) and expires on **June 30, 2016** (“Expiration Date”). This Agreement includes one option, with the mutual agreement of both parties, to extend through **June 30, 2017**.

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3. The maximum amount the Court may pay Contractor under this Agreement is **\$TBD** (the “Contract Amount”). The maximum amount the Court may pay Contractor is (i) **\$TBD** during the Initial Term, and (ii) **\$TBD** during the Option Term.

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4. The purpose or title of this Agreement is: **Court Appointed Counsel – Juvenile Dependency Representation Services**

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

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

- Appendix A – Scope of Work
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of Butte</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i>  <b>TBD</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING  <b>Kimberly Flener, Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING  <b>TBD</b>
DATE EXECUTED  <b>TBD</b>	DATE EXECUTED  <b>TBD</b>
ADDRESS  <b>1 Court Street, Oroville, CA 95965</b>	ADDRESS  <b>TBD</b>

## APPENDIX A

### Scope of Work

#### 1. Scope and Representation of Attorney Services

- 1.1 The Contractor agrees to represent persons, when appointed to do so by a judge of the Butte County Superior Court, in accordance with the provisions of this Contract, including the list of services as specified in Section 2. For new and existing cases, Contractor agrees to represent such persons which are the types specified below in subsections 1.2 -1.5:
- 1.2 Juvenile Dependency petitions and court proceedings pursuant to Welfare and Institutions Code Section 300, et seq., and Welfare and Institutions Code Section 366.26, matters;
- 1.3 Pre-trial and post-trial extraordinary writs to the Superior Court, related to matters referred to in subsection 1, above, and preparation of writs pursuant to Welfare and Institutions Code, Section 366.25(j);
- 1.4 Any other action related to subsections 1.2, or 1.3, in which the appointment of a public defender may be required by law.
- 1.5 Any other appointment as scheduled by the Court, pursuant to the provisions of this Contract.

#### 2. List of Contractor Services

- 2.1 The Contractor agrees to represent persons, when appointed to do so by a Judge of the Butte County Superior Court, in accordance with the provisions of this Contract. The Contractor will provide representation for a full-time dependency caseload.
- 2.2 It is understood that the Contractor does not have, nor will he/she develop or maintain any association or partnership or employer-employee relationship with any other attorney contracting with the County of Butte or the Court to provide indigent defense services or juvenile dependency representation.
- 2.3 The Contractor shall comply with Butte County Local Rules of Court 17 in performance of this Contract.
- 2.4 This representation requires, but is not limited to, adherence to the following performance standards:
  - A. Establishing and maintaining an attorney-client relationship as;
  - B. Visiting child clients, whenever feasible, as specified in Welfare & Institutions Code Section 317(e) and Butte County Court Local Rule 17.3(c) wherein it states that the Contractor is expected to meet regularly with clients, including children, contact social workers and other professionals associated with the client's case, work with other counsel and the Court to resolve disputed issues without hearing. The Contractor shall meet with in-custody clients prior to the in-custody client's court hearings;
  - C. Conducting thorough interviews throughout the proceedings as stated in Welfare & Institutions Code Section 317(e) and Butte County Court Local Rule 17.7(c);
  - D. Determining their client's interests and desires and advocating for those interests and desires pursuant to Welfare & Institutions Code Section 317(e);
  - E. Contacting social workers and other professionals associated with their client's case, whenever practical and appropriate; pursuant to Butte County Court Local Rule 17.7(a);
  - F. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan as appropriate;
  - G. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
  - H. Filing pleadings, motions, responses, or objections as necessary to represent the client;
  - I. Preparing for and participating in all hearings. For child clients, preparing for and participating in Welfare and Institutions Code Section 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
  - J. Identifying the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the child, administratively or judicially. These interests may include:
    - i. School/special education issues;

- ii. Mental health assessment and treatment;
- iii. Immigration;
- iv. Personal injury; and
- v. Delinquency or status offender matters;

The Contractor shall not be required to provide legal representation regarding any of the above-referenced interests.

- K.** Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;
  - L.** Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal;
  - M.** Arranging for substitutive representation where necessary to avoid Court delay; and
  - N.** Acting as Guardian Ad Litem upon appointment by the Court.
  - O.** Assisting clients with Applications for De Facto Parent Status.
- 2.5 Conflicts Avoidance.** The Contractor will ensure that conflicts are declared only when an actual conflict exists.
- A. New Appointments.** The Contractor shall establish procedures to check for conflicts of interest, and shall decline appointment of new clients who present a conflict of interest with their present clients.
  - B. Ongoing Clients.** The Contractor shall establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups, and shall advise the Court when such conflicts arise and seek to be relieved of appointment in such cases.
- 2.6 Courtroom Staffing.** The Contractor shall staff the Dependency courtroom(s) so as to ensure adequate attorney availability at all times.
- 2.7 Education and Training.** The Contractor shall comply with the education and training standards outlined in Rule 5.660 of the California Rules of Court, and as defined in Butte County Local Rules of Court 17.5.
- 2.8 System Meetings.** The Contractor shall participate in system meetings that are intended to improve services for children and families in Dependency Court. Those meetings shall be specified by the Court.
- 2.9 Cost Recovery.** The Court may implement a cost recovery program for dependency counsel services during the term of this Contract. In the event that a cost recovery program is implemented, The Contractor agrees to participate in that effort; participation may include, but is not limited to the distribution of financial declaration forms to clients upon initial appointment.

### 3. Representation Prior to Appointment

- 3.1** Prior to court appointment, the Contractor may undertake to represent any person whom the Contractor believes may require representation regarding a pending investigation, which the Contractor believes could result in an appointment pursuant to this Contract. The Contractor shall advise the court of pre-appointment representation as soon as doing so will not disclose privileged information or otherwise disadvantage the client.

### 4. Ancillary Services and Facilities; Investigation and Expert Assistance

- 4.1** The Contractor shall provide personnel ancillary to the furnishing of legal services, office space, and all materials, equipment, facilities and supplies necessary for the support of such personnel in the performance of the legal services under this Contract.
- 4.2** The Contractor may obtain, after appointment by the Court and with prior approval of the Court experts, investigators and interpreters as the Contractor deems necessary to prepare each client's defense. The

fees and expenses incurred by the Contractor for these services shall be paid pursuant to order of the Court out of a budget established by the Court for that purpose.

**5. Continuation of Services after Contract Term**

**5.1** Upon termination of the Contract, the Contractor shall nevertheless continue to represent existing clients whose cases are set for contested hearings within 30 days of the termination date. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract, pro-rated to reflect the duration of the representation and the actual time the Contractor devotes to providing such services.

**6. Appointment of Special Counsel, Assessment of Fees**

**6.1** When special counsel is appointed by the Court as a result of the Contractor's failure to appear, absent legal cause, or failure to provide services as required pursuant to the terms of this Contract, the fees assessed against the Court for the payment of such special counsel shall be charged against Contractor and set-off against any compensation owing to the Contractor hereunder.

**7. Office Space**

**7.1** The Contractor shall maintain or make arrangements to have access to office space within Butte County and shall make arrangements to have space available in Chico and Oroville, California to meet with clients as necessary. This shall not be interpreted to mean that the Contractor shall maintain any office other than the Contractor's main office.

**8. Administrative Support**

**8.1** The Contractor shall hire and supervise administrative support staff who shall assist the Contractor in the provision of services pursuant to this contract.

**8.2** Such administrative support staff shall be under the supervision and guidance of the Contractor and shall perform services as directed by the Contractor. It is anticipated that the services which would be performed would include assistance at various court calendars, review of discovery documents, assistance in the preparation of files for jurisdiction and contested hearings, interviewing clients, and telephone contact with clients, service providers and social workers to assist the Contractor in handling current case loads.

**8.3** Such support staff shall have adequate expertise in dependency matters, either through prior social work experience or prior work experience in dependency, to effectively assist the Contractor.

**8.4** The Contractor shall be exclusively responsible for any and all employee related expenses of said staff including, but not limited to, Worker's Compensation insurance, State Disability insurance benefits, Unemployment Insurance benefits, Social Security and mileage claims, etc.

**9. Minimum Professional Qualifications**

**9.1** The Contractor represents that he/she is a member of the California State Bar in good standing and has the necessary professional qualifications and abilities to provide the services contemplated by this Contract.

**9.2** The Contractor represents that he/she meets the minimum standards of competence as set forth in Butte County, Local Rule of Court 17; and will continue to meet the standards of competence as required by the Local Rules during the duration of this Contract.

**10. Retention of Files**

**10.1** The Contractor shall maintain all files and records for each case in safe storage for at least five years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by the Contractor in the case, unless such files are assigned to successor counsel in the case. The Court shall have access to such files as necessary for administration of this Agreement or a successor contract but the Court guarantees the confidentiality of such files for all other purposes. The Court shall not be permitted access to any such file for any other purpose without the written consent of the Contractor, or court order.

## 11. Reports and Records

- 11.1** The Contractor shall keep proper records to enable the Court to establish the cost of representing all categories of persons represented pursuant to this Contract and shall make such records available to the Court in any proceedings to recover such costs from whoever may be obligated to reimburse the Court. The Contractor shall by the 10th of each month submit an invoice for the services rendered in the preceding month. If an invoice is not received by the 10th day of each month following each month in which services are performed, the Court may withhold compensation for services rendered by the Contractor for the succeeding month or months until such invoices are received by the Court.
- 11.2** The Contractor shall supply additional statistics as are requested by the Presiding Judge of the Superior Court, the Presiding Judge of the Juvenile Court or the Court Executive Officer. Such records and reports shall not reveal information, which is privileged or may otherwise compromise the defense of any pending case. The Contractor shall also provide caseload information as required by the Administrative Office of the Courts on a monthly basis to the Court, which shall include, but is not limited to, the case number, party represented, appointment date, and termination date where representation is terminated.

## 12. Standards of Representation

- 12.1** The Contractor shall provide for the maintenance of quality representation of parties in juvenile dependency actions consistent with constitutional, statutory and professional standards.

## 13. Performance under Contract to be Priority Business

- 13.1** Limited private practice permissible. The Contractor represents and warrants to the Court that while this Contract is in effect the performance of legal services under this Contract shall be the priority business of the Contractor. The Contractor shall not be prohibited from engaging in private practice providing that no private criminal, juvenile or civil case shall be knowingly accepted or work done in connection therewith which would cause a conflict of interest to arise wherein the Contractor would be unable to represent a party in a juvenile dependency action pursuant to this Contract. And no other work of any kind shall be accepted which would conflict with the Contractor's performance of services as required pursuant to this Contract. In the event special counsel has to be appointed due to a conflict of interest which arises out of the Contractor's representation of a party or other indigent person on a retained basis, the Contractor shall reimburse the Court the full amount of attorney fees ordered by the Court as a result thereof.
- 13.2** Limited contact with unrepresented litigants on the day of a hearing. The Contractor is prohibited from contacting unrepresented litigants inside any Butte County Superior Courthouse on the day of a Dependency proceeding where the purpose of the contact is to retain counsel. Provision of contact information is the sole exception to this section.

## 14. No Attorney-Client Relationship

- 14.1** The parties agree that this Contract does not create the relationship of attorney and client between the Contractor and the Court, and that such relationship, if any is created, is restricted to the Contractor and those persons on whose behalf the Contractor furnishes the legal services provided for herein.

## 15. Caseload and Work Levels

- 15.1** The Contractor and Court acknowledge that many factors outside the control of the parties can affect the ability of an attorney to anticipate caseloads and work levels. Factors such as case complexity, the number of parties involved and the ratio of contested to uncontested hearing may affect the Contractor's relative caseload. In addition, the number of judges, courts, departments, and calendars may change during the term of this Contract. These changes can substantially affect the ability of the Contractor to perform the obligations of the Contract within existing time estimates and staff funding levels. The Contractor and the Court each accordingly reserve the right to request modification of this Contract for good cause.

- 16. Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

**17. Stop Work Orders.**

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

**17.2** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.

**17.3** The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

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

## APPENDIX B

### Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
  - 2.1 **Amount.** The Contractor's monthly compensation for services rendered under this Contract will be **TBD**. The maximum annual compensation allowable for Contract Year 2014/2015 is **TBD**. The maximum annual compensation allowable for Contract Year 2015/2016 is **TBD**. The maximum payment available to the Contractor during the entire term of this Contract is **TBD**.
  - 2.2 **Claims and Service.** Such monthly compensation shall be in full satisfaction for all services to be rendered by the Contractor under this Contract for each such month and shall be paid in equal monthly payments. Contractor shall submit to the Court Executive Officer or designee, monthly, by the 10th day, a Butte County Superior Court claim form in an amount not to exceed the equivalent of one month's compensation. Claims not submitted within ninety (90) days of the date services are rendered hereunder may be reduced by a 10% late processing fee.
  - 2.3 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (10%) of each such payment until the Court accepts the final Deliverable.
  - 2.4 **No Advance Payment.** The Court will not make any advance payment for Services.
3. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
  - 3.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - *Dependency representation services as outlined in the Scope of Work*
  - 3.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the Court, and (ii) all travel expenses are limited to the maximum amounts set forth in the Court's travel expense policy.
  - 3.3 **Expense Limit.** Contractor shall not invoice the Court, and the Court has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: **\$TBD** for the Initial Term and **\$TBD** for the Option Term.
4. **Invoicing and Payment**
  - 4.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.
  - 4.2 **Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
  - 4.3 **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have

the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

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

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## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

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

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Non-Infringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, 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 non-discrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### 3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits

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

- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Superior Court of California, County of Butte, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Court.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Butte, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
7. **Termination**
  - 7.1 **Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
  - 7.2 **Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
  - 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
  - 7.4 **Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
  - 7.5 **Rights and Remedies of the Court.**
    - A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
    - B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this

Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court’s termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court’s termination Notice.

7.6 **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. **Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
<u>TBD</u>	<u>Scott Miller, Court Services Analyst III</u> <u>1 Court Street, Oroville, CA 95965</u>

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

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

10.1 **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 **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.

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

- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to 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).
- 10.6 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days’ Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.7 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.
- 10.8 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal

to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.9 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.

## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality

obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX D

### Defined Terms

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

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

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

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

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

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

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

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

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

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

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

“**Goods**” is defined in Appendix A.

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

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

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

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

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

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

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

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

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

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

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

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

***OR***

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

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

**ATTACHMENT 4  
GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the JBE 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

**ATTACHMENT 5  
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 JBE, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

***OR***

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the 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.

**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>