



REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA

REGARDING:

PROPOSALS TO PROVIDE REPRESENTATION TO ALL CHILDREN AND PARENTS
IN JUVENILE DEPENDENCY PROCEEDINGS IN THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SHASTA

RFP: SHASTA DEPENDENCY REPRESENTATION
RFP# 2020-02

PROPOSALS DUE: JULY 17, 2020
NO LATER THAN 4:00 P.M. (PACIFIC TIME)

GENERAL INFORMATION

INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit and award multi-year contracts to a service provider for high quality, cost-effective representation for parties in juvenile dependency proceedings for the Superior Court of California, County of Shasta (Court).

The representation is for all children and parents in juvenile dependency proceedings in Shasta County, including parent or child cases in which there is a conflict of interest. This RFP is the means for prospective service providers to submit their qualifications and request selection as a service provider.

Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents, can be found on the Court's Website located at www.shasta.courts.ca.gov (Court's Website) under the General Info / Procurements tab.

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

- Solo practitioners and
- General partnerships;
- Government agencies;
- Non-profit organizations;
- Private firms;
- Panel organizational configurations; and
- Any combination of the above.

1.0 BACKGROUND INFORMATION

1.1 Caseload. Currently in Shasta County, six (6) attorneys represent approximately 1,430 cases consisting of children or parents receiving court-appointed dependency. Proposers must specify the total number of cases that its Technical and Cost proposal is based upon. For purposes of this RFP, each child is counted as a case (irrespective of sibling group affiliation), and each parent is counted as a case.

1.2 Definitions. The following definitions apply to this RFP and its attachments.

1.2.1 "Child" or "Children" refers to all children and youth, including non-minor dependents in juvenile dependency proceedings. Youth who leave the dependency system and return via the re-entry process as non-minor dependents are also included within this definition.

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- 1.2.2 “Parent” or “parents” refers to all parents, guardians and de facto parents in juvenile dependency proceedings, for whom the court appoints counsel. Parents, guardians and de facto parents in non-minor dependent cases are also included, if they continue to receive reunification services.
- 1.2.3 “Representation” is defined as an attorney or law office being appointed by the court to represent a parent or child client in a dependency matter, and that attorney or law office subsequently representing that client in all aspect of the dependency case, as described in *Attachment 4, Exhibit B- Scope of Services*.
- 1.2.4 “Parent conflict” and “child conflict” refer to situations where an individual attorney or law office has a conflict of interest that prevents that attorney or office from representing a particular parent or child client. Additional information about how representation can be accomplished in conflict situations is found in *Attachment 4, Scope of Services, section 4*.

2.0 DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service providers between **September 1, 2020 through August 21, 2022**, with an opportunity to extend services through August 31, 2023 upon written agreement of the parties. The Scope of Services for the Shasta County Juvenile Dependency Court is provided as *Attachment 4*.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	June 18, 2020
Deadline for questions to: <i>purchasing@shasta.courts.ca.gov</i>	July 6, 2020, 4:00 pm, Pacific Time
Questions and answers posted	July 8, 2020
Latest date and time proposal may be submitted	July 17, 2020, 4:00 pm, Pacific Time
Anticipated interview dates (<i>estimate only</i>)	July 28-31, 2020
Notice of Intent to Award (<i>estimate only</i>)	August 7, 2020
Contract start date (<i>estimate only</i>)	September 1, 2020
Contract end date (<i>estimate only</i>)	August 31, 2022

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4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT & APPENDICES	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Exhibits A-C-Standard Terms and Conditions, Scope of Services, and Payment Terms	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a service agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: Scope of Services for Shasta Superior Court	The Scope of Services for services to be provided to the Superior Court of California, County of Shasta
Attachment 5: Darfur Contracting Act Certification	Proposers must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: General Certification Form	Proposers must complete and submit the General Certification Form with its proposal.
Attachment 7: Proposed Caseload & Business Designation	Proposers must complete and submit this form, indicating the intended caseload and business model.
Attachment 8: Proposal Submission Reminder Checklist	This is an optional form Proposers may use as a tool to ensure that they have addressed the key components requested by the RFP. Note that this document is not intended to replace the primary RFP document, and does not contain all of the information requested from Proposers.

5.0 SUBMISSIONS OF PROPOSALS

- 5.1 Proposals should provide straightforward, concise information that satisfies the requirements of *Section 6.0, Proposal Contents*. 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.
- 5.2 The Proposer must submit its proposal *in two parts*, the technical proposal and the cost proposal.
 - 5.2.1 The Proposer must submit one (1) original and three (3) copies of the technical proposal. The original must be signed by an authorized representative of the

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Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

5.2.2 The Proposer must submit one (1) original and three (3) copies of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

5.2.3. The Cost Proposal must be completed pursuant to section 6.2 below, setting forth the total maximum cost to the Court by a fixed monthly payment during the term of this Agreement. The Cost Proposal should state the maximum amount of cases upon which the Cost Proposal is based and whether or not proposer wishes to only represent a certain classification of clients. For purposes of this RFP, each child is counted as a case (irrespective of sibling group affiliation), and each parent is counted as a case. ***For example: Proposer proposes to perform the work outlined in RFP 2020-02 for \$_____ per month and agrees to be assigned up to a maximum caseload of #_____ cases. Proposer's preference is to represent only [children/parents/proposer will represent any party to a dependency matter.]***

5.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
Superior Court of California, County of Shasta
Attn: Court Procurement Officer, RFP: 2020-02
1500 Court Street, Rm. 205
Redding, CA 96001

5.3.1 Proposals must be **received** by the date and time listed on the coversheet of this RFP. Late proposals will not be accepted.

5.3.2 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.

6.0 PROPOSAL CONTENTS

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

6.1.1 Title Page

The title page will include the following information:

- a. Proposal title;
- b. Date submitted;
- c. Proposer's name;

- d. Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
- e. Identification of the business structure of the proposed representational model (e.g., public agency, private for-profit organizational representation, private non-profit organizational representation, solo practitioner, centrally administered panel, any combination of the preceding, etc.);
- f. Proposer's contact information (physical and electronic addresses, telephone, and fax);
- g. Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons who will be authorized to make representations for the Proposer; and
- h. Signature of 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 legally bind the joint venture. If a joint venture is selected for an award, the Court will enter into a contract with the primary entity.
 - 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.

6.1.2 Description of Services to be Provided:

a. Services

Provide a general description of the services to be provided to meet the Scope of Services requirements, as described in *Attachment 4*. The proposal

must address how services will be provided to clients who use English as their second language.

b. Start Up and Transition Plan

If the proposer would be a new provider of dependency representation in Shasta County, or is an existing provider proposing to modify its existing organizational model, provide a description of the plan to start up operations and transition representation from the current dependency representation provider, if applicable, including a plan and timeline for the following:

- i. Setting forth any timeline necessary for Proposer to accept assignment of cases should a contract be awarded;
- ii. Recruiting and selecting qualified staff, including administrative, and support staffing;
- iii. Training staff;
- iv. Transferring case files from the current provider; and
- v. Securing and furnishing space, including furniture, computer and telephone equipment, and all other necessary business equipment.

If a proposer does not require a start up and transition plan, a statement to that effect must be provided in this section.

c. Organization and Staffing Plan

- i. This section of the proposal must include information regarding the Proposer's proposed organizational structure, including the following:
 - Classification, number, and full time equivalent (FTE) status of attorneys included in the proposal;
 - Experience, training and credentials of attorneys included in the proposal;
 - Number, type and FTE status of non-attorney staffing, if applicable;
 - Proposed number of cases per attorney (counting each child as a case, irrespective of sibling group affiliation, and each parent as a case).
- ii. For organizational models which include a supervising attorney, describe who will supervise the work and work products to ensure the quality, performance and consistency of dependency representation, including courtroom coverage, for both attorney and non-attorney staff and any independently contracted attorneys used by the Proposer.
- iii. For organizational models which include an investigator/social worker position, describe the duties of the position.

iv. If subcontractors are contemplated, the following information must be provided:

- The names of those persons or firms that will be subcontracted;
- The portions and monetary percentages of the work to be performed by the subcontractors;
- Explain how and why those subcontractors were selected;
- Resumes of each major subcontractor participant; and
- A description of how subcontracted work will be controlled, monitored and evaluated.

d. Courtroom Coverage and Calendar Management

This section of the proposal must include information regarding the Proposer's plan to represent parties in the current arrangement of all dependency departments described in *Attachment 4, Section 2*. The proposal must describe how each courtroom will be staffed so as to ensure adequate attorney availability at all times, including the following:

- A description of how courtroom coverage will be provided in all dependency courtrooms;
- A description of how calendaring conflicts with both local non-dependency and out-of-county cases, if applicable, will be avoided; and
- A description of how qualified substitute representation will be provided when assigned counsel is unavailable due to vacation, illness, or other unavoidable absence. **Substitute counsel must be prepared to address substantive case issues in order to avoid court delay.**
 - A list of substitute attorneys must be approved by the Court within thirty days of execution of a new contract.
 - Substitute counsel are subject to the competency and education requirements specified in *Section 6.1.3* below, as well as the performance requirements outlined in *Attachment 4, Section 5*.

e. Proposals for Conflicts

Proposals must include a plan for identifying and handling conflict situations, pursuant to the criteria contained in *Attachment 4, Section 4*.

Proposals must describe how any subcontractors used for handling conflict cases will be screened and supervised.

f. Facilities

Proposers must identify the proposed location(s) of office(s) and client interview facilities, which must be in Redding, California.

g. Reporting and Billing Requirements

Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes, as specified in *Attachment 2, Exhibit C*.

6.1.3 Competency and Experience Requirements (Including Resumes of Any Key Staff)

a. Competency and Continuing Education

The Proposer must complete LF-JUV-101-*Certification of Attorney Competency* and describe how dependency counsel competency requirements will be met as described in:

- Shasta Superior Court Local Rules, Rule 16.05
www.shasta.courts.ca.gov/PDFs/ROC.pdf
- California Rules of Court, Rule 5.660
http://www.courts.ca.gov/documents/title_5.pdf

If the Proposer is proposing to subcontract with one or more individuals or organizations to provide dependency representation, the Proposer must describe how the competency and experience requirements of the Court will be met by that individual or organization, and how the Proposer intends to monitor compliance of the subcontractor.

b. Key Staff Qualifications and Resumes

Resumes must be included in this section for key staff that describes their background and experience in conducting the proposed activities. Key staff includes all executive and supervisory level staff. Proposal must describe key staff's knowledge of the requirements necessary to complete this project and describe professional qualifications and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.

If the Proposer is proposing to subcontract with one or more organizations to provide dependency representation, key staff resumes for those agencies must also be included. Resumes for key attorney staff must demonstrate training and experience necessary to comply with the Shasta Superior Court Local Rules, Rule 16.05 and California Rules of Court, Rule 5.660.

6.1.4 Improving Child Welfare Outcomes

The Proposer must describe the role of dependency counsel for parents, children or both in improving outcomes for children and families in the child welfare system. Proposer should emphasize any relevant experience which may have lead to improved outcomes for children and families in the child welfare system. The Proposer must specifically speak to the role of counsel with respect to relative and sibling placement, reunification, reentry and guardianship. The proposer may provide examples based on their experience with each of these topics.

6.1.5 Acceptance of the Terms and Conditions

- a. On *Attachment 3, Proposer's Acceptance of the Terms and Conditions*, 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.
- b. 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.

6.1.6 Certifications, Attachments, and other requirements

Proposer must include the following certifications/forms in its proposal:

- a. A completed and signed *Attachment 5, Darfur Contracting Act Certification* form.
- b. A completed and signed *Attachment 6, General Certification Form*, to certify that: i) the Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities; ii) 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; and iii) it is not on either a) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or b) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.
- c. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.
- d. Copies of current business licenses, professional certifications, or other credentials.

6.2 Cost Proposal. Cost proposals will be evaluated on their own merit, without regard to proposals submitted in response to any other RFP.

6.2.1 Proposers are asked to submit proposals based on the *Attachment 7* caseload.

6.2.2 The maximum total annual funding for proposals should be based upon a fixed monthly payment. The Proposer must specify the total maximum cost to the Court for the following periods:

September 1, 2020 – August 31, 2021, and
September 1, 2021 – August 31, 2022.

6.2.3 The cost proposal (monthly retainer) should take into account and include the following costs of Proposer:

- Personnel (including costs associated with substitute attorneys),
- Benefits (e.g., medical/dental, vacation, etc.),
- Additional Professional Services (e.g., investigators, interpreters, etc.),
- Travel (includes in-county and out-of-county travel),
- Training,
- Insurance: These costs must reflect coverage levels as outlined in *Attachment 2, Exhibit A, Section 9*. Deductible amounts must be provided in the budget narrative; and
- Overhead (includes rent, utilities, supplies, etc.).

6.2.4 If the proposal includes any subcontract representation, the payment method and rate for cases that require representation other than by personnel employed by the organization must be described (e.g., hourly, per case, per hearing, etc.).

6.2.5 No facilities will be provided for the Proposer under this proposal. All office space will be the responsibility of the Proposer.

6.2.6 Budget Justification Narrative

If the proposal includes efficiencies and economies of scale, and hence savings to be realized through their proposed model of representation (e.g., administrative or overhead savings), the proposer should describe those savings.

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.

6.3 References. Upon request, proposers will be required to provide references. References may be judicial officers; attorneys who are familiar with the provider’s dependency representation, including opposing counsel; and system partners such as the County’s Health and Human Services Agency staff. The Court may check references provided by the proposer. Proposer may identify other courts for which they have provided dependency services; if such courts are identified, proposer must state that he or she agrees that the Court may contact those courts. Information for references must include the following:

- Organization name;
- Contact person name, address, and telephone number; and
- Dates that services were provided.

7.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for one hundred twenty (120) days following the proposal due date. In the event a final contract has not been awarded within this one hundred twenty (120) day period, the Court reserves the right to negotiate extensions to this period. The Court may release all offers upon issuance of a Notice to Award. (See Section 3.0 above)

8.0 EVALUATION OF PROPOSALS

8.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the proposer's demonstrated ability to provide quality legal services in dependency proceedings for the quantity of cases it proposes to service. Proposals will be evaluated and ranked by score.

8.2 The highest scoring proposal will be identified and awarded a contract for the total quantity of cases proposed to be serviced in its Attachment 7 of this RFP. If the highest scoring proposal does not provide representation for all parties in dependency proceedings in Shasta County, following the award of a contract under this RFP, the Court may pursue the non-competitive bid process to issue contracts to one or more proposers until all cases (approximately 1,430) are under contract with service providers.

8.3 The Court will evaluate proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CRITERION	RFP REFERENCES	MAXIMUM POINTS
Plan to provide comprehensive, high quality and timely representation to all parent and/or child clients, taking into consideration the proposed caseload, including all levels of conflict: <ol style="list-style-type: none"> 1. Description of how services will be provided; 2. Start up and Transition Plan; 3. Organization and Staffing Plan; 4. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration; 5. Adequate oversight of the quality of services provided by the Proposer and subcontractors, if applicable, under this proposal; and 6. Complete and timely response to follow-up questions from the Court regarding the proposal, if applicable. 	6.0 8.0	40

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CRITERION	RFP REFERENCES	MAXIMUM POINTS
Reasonableness of cost proposal, including: 1. Proposed average cost per case; and 2. Proposed efficiencies and economies of scale;	7.0	30
Description of the role of dependency counsel for parents, children or both in improving outcomes for children and families in the child welfare system including: 1. Description of the role of counsel with respect to relative and sibling placement, reunification, reentry and guardianship rates.	6.1.4	20
Acceptance of Proposal and Contract Terms and Conditions, including: 1. Title Page information 2. Attachment 2 – Standard Terms and Conditions 3. Attachment 3 – Proposer’s Acceptance of Terms and Conditions 4. Attachment 5 – Darfur Contracting Act Certification 5. Attachment 6 – General Certification Form 6. Attachment 7 – Proposed Caseload & Business Designation	6.1.5 6.1.6	10

9.0 INTERVIEWS

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

10.0 RIGHTS

The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the Court for official files and will become a public record.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public

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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.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the **proposal due date** set forth on the cover page of this RFP and in *Section 3, Timeline for This RFP*. Protests must be sent to:

Superior Court of California, County of Shasta
Attn: Chief Financial Officer, RFP: 2020-02
1500 Court Street, Rm. 205
Redding, CA 96001

END OF RFP

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

1. COMMUNICATIONS WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA (COURT) REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to *purchasing@shasta.courts.ca.gov*. 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 email address above 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, the questions and the JBE's responses will be posted on the Courts website no later than the date listed in the timeline.

3. ERRORS IN THE RFP

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

4. ADDENDA

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

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

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

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8. EVALUATION PROCESS

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

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the

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Court no later than ten (10) business days of receipt of the agreement form. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

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

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to adesrochers@shasta.courts.ca.gov or (530) 245-6721.

ATTACHMENT 2 - CONTRACT TERMS AND CONDITIONS
(THIS ATTACHMENT SHOULD INCLUDE EXHIBITS A-C)

EXHIBIT A – SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
STANDARD TERMS AND CONDITIONS
(NON-IT SERVICES)

1. DEFINITIONS

Wherever capitalized in this Agreement, the following words shall have the following meanings:

“**Amendment**” means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following:

- a. A change in the Services;
- b. A change in Contract Amount;
- c. A change in time allotted for performance; and/or
- d. An adjustment to the Agreement terms.

“**Child**” or “**Children**” refers to all children and youth, including eligible non-minor dependents in juvenile dependency proceedings.

“**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Court’s business or the business of its constituents. Confidential Information does not include:

- a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
- b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
- c. Information that is independently developed by the receiving party without reference to the Confidential Information; and
- d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

“**Contract**” or “**Contract Documents**” mean(s) the entire integrated agreement between the Court and the Contractor. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”

“**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the Court to the Contractor for performance of the Services, in accordance with the Contract Documents.

“**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures,

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contracting with the Court to perform the Services. The Contractor is one of the parties to this Agreement.

“**Court**” means the Superior Court of California, County of Shasta.

“**Data**” has the meaning set forth in Section 15.

“**Force Majeure**” means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:

- a. Acts of God or the public enemy;
- b. Acts or omissions of any government entity;
- c. Fire or other casualty for which a party is not responsible;
- d. Quarantine or epidemic;
- e. Strike or defensive lockout; and,
- f. Unusually severe weather conditions.

“**Parent**” refers to all parents, guardians, and de facto parents in juvenile dependency proceedings.

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

“**Services**” means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Exhibit B.

“**Standard Agreement**” refers to the form used by the Court to enter into agreements with other parties.

“**Standard Amendment**” refers to the form used by the Court to amend agreements with other parties.

“**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.

“**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.

2. **INDEPENDENT CONTRACTOR**

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Court and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or

other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers' compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

3. SCOPE AND QUALITY OF SERVICES

- A. Upon the commencement of this Agreement, Contractor shall assume representation of all Shasta County dependency cases (including, but not limited to, representation of parents, children and all conflict representation). Contractor is informed and understands that there are currently existing cases where representation is being provided by court appointed counsel (third party contractors). The Court will make all reasonable efforts to effectuate transfer of those cases to Contractor upon commencement of this Agreement. However, Contractor understands that the Court reserves the right to delay transitioning exceptional cases to the new providers and may determine that in certain specified cases the currently appointed attorneys will not be immediately released from continuing representation if the Court determines, in its sound discretion, that transfer would jeopardize competent representation.
- B. The scope of services provided by Contractor under this Agreement shall include all services described in Exhibit B.
- C. Contractor agrees that each of its employees, Subcontractors, and agents assigned to perform any Services under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and professional manner. Contractor further agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties. In addition, Contractor shall, and shall cause its employees, agents and Subcontractors to:
 - i. Provide quality representation for its clients, and comply with the provisions of California Welfare and Institutions Code, section 317 and California Rules of Court, rule 5.660.
 - ii. Provide competent attorneys to render the Services. Contractor's attorneys shall participate regularly in continuing legal education activities respecting juvenile dependency issues, and shall demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes and goals of dependency proceedings, the specific statutes, rules of court and cases relevant to such proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.
 - iii. Not restrict its attorneys' ability to serve on countywide committees, or their ability to participate in or lead public training seminars or conferences, provided such activities are consistent with the attorneys' obligations as professionals and the performance of the Services.

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- iv. Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

4. TERM OF AGREEMENT

This Agreement shall commence on September 1, 2020 and shall terminate August 31, 2022. Thereafter, the term of this Agreement may be renewed for one (1) additional one-year term under the same terms and conditions upon the parties' mutual agreement in writing to renew.

5. COMPENSATION

- A. Monthly. For all services performed under this Agreement, the Court shall pay Contractor monthly payments of \$_____, effective for services commencing September 1, 2020. Contractor shall submit a claim to the Court for services rendered in the previous month (first claim shall be submitted in October 2020).
- B. Billing. Contractor shall submit monthly statements to Shasta County Superior Court, attention Melissa Fowler-Bradley, 1500 Court Street, Room 205, Redding, CA 96001. Payment will be made within 15 days after Contractor Submits such statements.
- C. Current Contractor Tail Costs. Upon commencement of this Agreement, Contractor shall be responsible for all current contractor tail costs, including but not limited to, existing contract counsel and court appointed conflict counsel in dependency matters who may not be immediately relieved as counsel of record pursuant to paragraph 3A above. Those third party contractors who remain assigned to dependency cases will be directed to submit their invoices for services directly to Contractor for payment of services provided subsequent to the commencement of this Agreement.
- D. Reimbursement for Extraordinary Expenses. The Court will reimburse Contractor for Court appointed expert witnesses at actual costs and expenses incurred, when substantiated by copies of the expert witnesses' invoices.

6. QUALITY ASSURANCE PLAN

- A. The Court or its agent may evaluate Contractor's performance under this Agreement. Such evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.
 - i. The Court may perform annual peer, client and judicial officer evaluation of attorneys, including attorneys providing services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the Court, including completion and return of peer evaluation forms to the Court or to the Court's agent as requested.
 - ii. Contractor's deficiencies which Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to Contractor. The report may include recommended improvements and corrective measures to be taken by Contractor. If Contractor's performance remains unsatisfactory to the Court, the Court may terminate this Agreement for cause or

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impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the Court shall not be construed as an acceptance of Contractor's work product or methods of performance. Contractor shall be solely responsible for the work product it delivers under this Agreement; Contractor shall not rely on the Court to perform any quality control review of Contractor's work product, and Contractor shall be solely responsible for the quality, completeness, and accuracy of its own work product.

- B. As required by PCC 10353.5, 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; and (iv) submit and adhere to legal budgets as designated by the Court, and (v) 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.

7. SUBCONTRACTING

- A. Contractor is prohibited from subcontracting this Agreement or any part of it, unless such subcontracting is first approved by the Court in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.
- B. If requested by the Court, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the Court of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The Court's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

8. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless:
 - i. The Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and
 - ii. Their agents, representatives, contractors, subcontractors, and volunteers ("**Indemnified Parties**") from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys' fees and costs (individually, ("**Claim**") and collectively, ("**Claims**")).
 - a. Arising from, related to or in connection with, in whole or in part, the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or Subcontractors;

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- b. Arising from, related to or in connection with, in whole or in part, Contractor's breach of its obligations, representations or warranties under this Agreement, or the violation of any applicable law, rule or regulation or the failure to report, withhold or pay any taxes when due by Contractor, its agents, employees or Subcontractors;
- c. Made or incurred by any Third Party that furnishes or provides Services, materials, or supplies in connection with this Agreement; or
- d. Made or incurred by any other Third Party who may be injured or damaged by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

9. **INSURANCE [2 OPTIONS]**

Option 1 – Non-Government Insurance

- A. **Insurance Required.** Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.
- i. **Workers' Compensation**—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$500,000 per accident. This coverage shall not be required when Contractor has no employees.
 - ii. **Commercial General Liability Insurance**— Coverage 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 shall provide limits of at least \$500,000 per occurrence and annual aggregate.
 - iii. **Automobile Liability Insurance**— Automobile liability insurance covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$500,000 per occurrence.
 - iv. **Professional Liability Insurance**— Covering any act, error, or omission committed in the performance of Services under this Agreement. The policy shall provide limits of at least \$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 of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work 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.
- B. **Additional Insured Endorsements.** All policies required in Section 9.A above, with the exception of Workers' Compensation and Professional Liability, must be endorsed to name

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the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The Superior Court of California, County of Shasta and their respective judges, subordinate judicial officers, executive officers, administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.

- C. Required Policy Provisions. Each policy required in Section 9.A above must provide that:
- i. The insurance is primary and non-contributory with any insurance or self-insurance programs carried or administered by the Court.
 - ii. The insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
 - iii. Each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Shasta, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage.
- D. Notices. The Contractor shall provide the Court fifteen (15) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in Section 22.J of this Exhibit.
- E. No Reduction or Limit of Contractor's Obligation. Insurance affected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Court. Acceptance of Contractor's insurance by the Court shall not relieve or decrease the liability of Contractor hereunder.
- F. Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the Court certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Court, evidencing that all required insurance coverage is in effect. The Court reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- G. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the General Counsel of the Court, by mail, at the following address: Superior Court of California, County of Shasta, 1500 Court Street, Rm. 205 Redding, CA 96001. Contractor shall promptly submit a written report to the Court of all accidents which occur in connection with this Agreement. The report must include at least the following information:
- i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the Court's equipment, materials or staff were involved and the extent of damage to Court and/or other property; and
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

Option 2 – County/Government Self-Insurance

- A. Insurance Required. Contractor will provide a Statement of Coverage providing evidence of its program of self-insurance for general liability, automobile liability, professional liability and workers’ compensation/employers liability.
- B. No Reduction or Limit of Contractor’s Obligation. Contractor’s program of self-insurance shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Court. Acceptance of Contractor’s program of self-insurance by the Court shall not relieve or decrease the liability of Contractor hereunder.
- C. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the General Counsel of the Court, by mail, at the following address: Superior Court of California, County of Shasta, 1500 Court Street, Rm. 205 Redding, CA 96001. Contractor shall promptly submit a written report to the Court of all accidents, which occur in connection with this Agreement. The report must include at least the following information:
 - i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor’s Subcontractor, if any;
 - iii. Name and address of Contractor’s liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the Court’s equipment, materials or staff were involved and the extent of damage to Court and/or other property; and
 - v. A description of what effect, if any, the accident will have upon Contractor’s ability to perform the Services.

10. TERMINATION FOR CAUSE

- A. Default. Each of the following shall constitute an event of default (“**Event of Default**”):
 - i. Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
 - ii. Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
 - iii. Contractor is generally not paying its debts as they become due.
 - iv. Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors’ relief law of any jurisdiction.
 - v. Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
 - vi. Contractor makes an assignment for the benefit of its creditors.
 - vii. A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor’s property.

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viii. Contractor winds up or dissolves its business, or is liquidated.

- B. Remedies. On and after any Event of Default, the Court shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of all or any part of this Agreement. In addition, the Court shall have the right (but no obligation) to cure or cause to be cured on behalf of Contractor any Event of Default. Contractor shall pay to the Court on demand all costs and expenses incurred by the Court in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Court shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the Court as a result of such Event of Default.

11. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

12. TERMINATION FOR CONVENIENCE

The Court shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause. The Court shall exercise this option by giving Contractor at least thirty (30) days prior written notice of termination. The notice shall specify the date on which termination shall become effective.

13. ACTIONS OF CONTRACTOR UPON TERMINATION

- A. Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Court and to minimize the liability of Contractor and the Court to Third Parties as a result of termination. All such actions shall be subject to the prior approval of the Court, at the Court's sole discretion, and shall be in accordance with the attorneys' obligations to their clients.

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- i. Withdrawal and Tail Representation. Contractor will continue to represent existing clients until Contractor withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation; or upon court order of substitution or discharge as counsel.
- ii. Release from Performance of Services. Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitutes counsel), or as substituted/discharged upon court order in accordance with Section 13.A above. If Contractor cannot be released from performing Services due to an inability to withdraw as described above, Contractor will give the Court as much written notice as possible before the termination date, which notice will describe each affected matter and the basis for the Contractor's inability to withdraw, and the Contractor and the Court will then confer in good faith. If a Court orders that Contractor maintain certain representations or, using its reasonable judgment, the Court determines that Contractor's assertions warrant its continued representation as its withdrawal is not permitted for the reasons stated in the immediately preceding paragraph, then, until such time as this Agreement would have expired, (had it not been earlier terminated for change in law) pursuant to the expiration date of the Agreement or, if renewed, the date of expiration of the renewed Agreement, the following provisions shall apply:
 - a. Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
 - b. Compensation following the Termination Date will be at a rate of **\$60.00** per hour for legal services provided;
 - c. In addition, the Court will reimburse the Contractor for any direct, reasonable, actual expenditures for long distance telephone and, if contained in a court order, Third Party experts.

14. EFFECT OF TERMINATION

- A. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:
 - i. Payment Upon Termination. The Court shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.
 - ii. Offset and Deduction. The Court may deduct from any payment upon termination:
 - a. All payments previously made by the Court for Services covered by Contractor's final invoice.
 - b. The amount of any claim that the Court may have against Contractor in connection with this Agreement.
 - c. Where Contractor is terminated for cause, in the event the Court determines it must provide services to remedy the results of Contractor's inadequately performed

Services, the Court may deduct, from any amounts owed Contractor hereunder, the Court's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Services.

15. OWNERSHIP OF DATA

Contractor will provide to the client or subsequent counsel at no cost copies of all relevant client files produced by Contractor in the course of its performance of Services including, without limitation, any motions or briefs. Contractor will provide these copies upon request by the client or upon appointment of subsequent counsel. The client or the subsequent counsel may use the materials in the client file at his or her discretion. All reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data that the Contractor is required to create by the Court or provide to the Court pursuant to this Agreement (collectively, "**Data**") are the sole property of the Court without the payment of additional compensation to Contractor. Contractor shall provide the Court with all Data within thirty (30) days of the Court's written request. However, nothing in this Section 15 is intended to create any right in any person or entity to any Data that is covered by the attorney work-product doctrine.

16. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE COURT

- A. Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the Court, their personnel or constituents and that the disclosure of such information to Third Parties may be damaging to the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case, no less than a reasonably prudent person or entity would use to protect its own proprietary data.
- B. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the Court an opportunity to seek a protective order.
- C. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

17. AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the Court and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Court to audit

records and interview staff in any subcontract related to performance of this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the audit. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four (4) years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the Court by this Section 16. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

18. ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

19. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement:

i. Nondiscrimination/No Harassment Provisions and Compliance.

- a. Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- c. FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, Government Code, section 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

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- d. Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code, section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the “ADA”), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.
- e. Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
- f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in any and all subcontracts issued to perform Services under the Agreement.
- ii. Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code, sections 10365.5, 10410 or 10411; Government Code, sections 1090 *et seq.* or 87100 *et seq.*; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by Government Code, sections 8355 through 8357.
- iv. National Labor Relations Board. 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.
- v. Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
- vi. Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- vii. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. If Contractor is a corporation, LLC, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

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- viii. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code, section 10286.1, and is eligible to contract with the Court. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see Public Contract Code, section 10286.1.)
 - ix. Domestic Partners; Spouses; Gender Discrimination If the Contract Amount is \$100,000 or more, Contractor certifies that it is in compliance with Public Contract Code 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
 - x. Child Support Compliance Act. If the Contract Amount is \$100,000 or more:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- B. During the term of this Agreement, Contractor shall not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

20. LOSS LEADER PROHIBITION

Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

21. UNION ACTIVITIES

If the Contract Amount is \$50,000 or more, no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

22. GENERAL

- A. Survival. Termination or expiration of this Agreement shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.
- B. No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the state of Contractor, its employees or subcontractors or the quality of the Contractor’s, its employees’ or subcontractor’s services without the Court

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Executive Officer's prior written consent, the granting of which shall be in the Court's sole discretion. Nothing herein shall prevent Contractor's disclosure of the existence and nature of this Agreement.

- C. Assignment. The Services to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the Court by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.
- D. Waiver. Either party's failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.
- E. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:
 - i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
 - ii. Such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- F. Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time.
- G. Time is of the Essence. Time is of the essence in Contractor's performance of this Agreement.
- H. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in Shasta County, California, which shall be the sole venue for any such action.
- I. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- J. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five

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(5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To: The Superior Court of California, County of Shasta

Attn. Melissa Fowler-Bradley
1500 Court Street, Rm. 205
Redding, California 96001

To the Contractor:

[Contractor name]
[Attn:]
[Address]
[Address]

- K. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. Amendments to the Agreement shall be authorized via execution of a Standard Amendment Coversheet.
- L. Entire Agreement. This Agreement and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

23. DVBE PARTICIPATION CERTIFICATION

If Contractor committed to achieve disabled veterans business enterprise (“DVBE”) participation, Contractor shall within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any DVBE that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

24. 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

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(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 the Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 the 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 the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

END OF EXHIBIT

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ATTACHMENT 2
EXHIBIT B - SCOPE OF SERVICES

Scope of Services, which will be attached as Exhibit “B” to the services agreement for the selected Contractor, is provided as *Attachment 4* to this RFP.

END OF EXHIBIT

ATTACHMENT 2
EXHIBIT C - PAYMENT TERMS

1. COMPENSATION FOR SERVICES

- A. Contractor shall be paid as compensation in full for the Services to be performed under this Agreement per period, as set forth in Table 1, below, which includes all of Contractor’s travel expenses:

Table 1: Compensation for Services

Period of Service	Fiscal Year	Period Amount	Monthly Amount	Number of Monthly Payments per Period	Invoice Due By Date
[TBD]	2020/2021	[TBD]	[TBD]	[TBD]	10 TH day of month

- B. Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 2020-2021 funds are available at the point the Budget Act of fiscal year 2020-2021 passes.
- C. Payment for each period shall be made in twelve (12) equal monthly payments in the manner set forth in Section 3, below. Compensation as set forth above shall be the only payment made by the Court pursuant to this Agreement except as set forth in Section 2, below. Except as set forth in Section 2, below, there shall be no reimbursement of costs, including without limitation any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

2. REIMBURSEMENT FOR EXTRAORDINARY EXPENSES

- A. The Court will reimburse Contractor for allowable extraordinary expenses which are directly related to the services provided Court by Contractor hereunder, billed in the manner set forth in Section 3, below. Allowable extraordinary expenses include court-approved expert witnesses and extraordinary expenses which are pre-approved (in writing) by the Court for payment.
- A. The Court will reimburse Contractor for Court appointed expert witnesses at actual cost and expenses incurred, when substantiated by copies of the expert witnesses’ invoices.
- B. Contractor shall be reimbursed in full for allowable extraordinary expenses incurred under this Agreement per period as set forth in Table 2, below.

Table 2: Reimbursement for Extraordinary Expenses

Allowable Period for Extraordinary Expenses	Fiscal Year	Period Amount	Invoices Due By Date
[TBD]	2020/2021	[TBD]	The monthly invoice following the expense.

3. MANNER OF PAYMENT

- A. Within ten (10) days after the end of each month, Contractor shall submit one original and one copy of each invoice for payment for the Services rendered and extraordinary expenses incurred under this Agreement (“**Invoices**”) for approval by the Court to:

Superior Court of California, County of Shasta
Attn: Melissa Fowler-Bradley, CEO
1500 Court Street, Rm. 205
Redding, CA 96001

- A. All Invoices must include a reference to this Agreement, the dates and times Contractor performed the Services or incurred the extraordinary expenses during the month, a brief description of the Services performed or extraordinary expenses incurred in a format acceptable to the Court, Contractor’s Federal Tax Payer Identification Number, Contractor’s name, address and remittance address (if different), and such other information as the Court may require. Contractor must include with any request for reimbursement from the Court a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- B. The Court shall endeavor to make payments to Contractor within thirty (30) days after receipt and approval by the Court of the Invoices from Contractor. The Court will not be in breach of this Agreement for failure to pay Contractor’s Invoices on time unless:
 - i. The Court has received a reasonably detailed written notice of late payment from Contractor and
 - ii. The Court has not made the delinquent payment(s) within thirty (30) days of the Court’s receipt of such notice. In no event will the Court be in breach of this Agreement for failure to pay Contractor’s Invoices on time if such failure results from the Legislature’s failure to approve and adopt a budget in a timely manner.
- C. In no event shall the Court be liable for interest or late charges for any late payments.
- D. Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Court to Contractor

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for the Services or extraordinary expenses. The Court may offset any taxes paid by the Court as a result of Contractor's breach of this provision against any sums owed to Contractor pursuant to the Agreement or otherwise. The Court is exempt from federal excise taxes, and no payment will be made by the Court for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Court will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

4. FINAL INVOICING

- A. Contractor must submit Invoices for Services provided and extraordinary expenses in accordance with this Agreement.
- A. For the very last Invoice to be processed against this Agreement, Contractor will identify as "Final Invoice."

5. DISALLOWANCE

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

6. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by the Court, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services that do not conform to the requirements of this Agreement, in the Court's judgment, may be rejected by the Court. In such case, Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF EXHIBIT

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

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

- 1. Proposer accepts Attachment 2: Superior Court of California, County of Shasta Standard Terms and Conditions (“Attachment 2”) without exception.

OR

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

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

ATTACHMENT 4 - SCOPE OF SERVICES

1. JUVENILE DEPENDENCY COURT GOALS

The Superior Court of California, County of Shasta Juvenile Dependency Court (Court) is the division of the Superior Court responsible for hearing cases involving children who have been abused and neglected. Proceedings in this Court are governed by Division 2 of the California Welfare and Institutions Code and Title 5, Divisions 2 and 3, of the California Rules of Court. For the purposes of this RFP, the Juvenile Court adjudicates petitions filed under section 325, 342, 387, or 388 alleging that the child who is the subject of the petition is described by one or more of the subdivisions of section 300.

2. COURT FACILITIES AND CALENDARING SYSTEM; STAFFING

The Court hears juvenile dependency cases at the Shasta County Courthouse, Department 11, 1500 Court Street, Redding, CA 96001. Contractor shall staff the dependency courtroom(s) to ensure adequate attorney availability at all times.

Detention hearings, trials and other specially scheduled proceedings may take place any day and time through the workweek. Modifications to the calendar are at the sole discretion of the Court.

3. SCOPE OF PROPOSAL AND OBJECTIVES OF THE REQUEST FOR PROPOSAL

A. Effective upon September 1, 2020 (or the commencement date set forth in the executed Agreement), it is the intent of the Court to transfer all Shasta County dependency cases to the new provider(s), if new provider(s) are selected as the result of this RFP process.

Newly selected provider(s) should be prepared to accept all dependency cases outlined in their proposal, whether new or ongoing as of September 1, 2020 (or the commencement date set forth in the executed Agreement). However, the Court reserves the right to stage or delay transitioning to the new providers and may determine that in certain specified cases the currently appointed attorneys will not be immediately released from continuing representation if the Court determines, in its sound discretion, that transfer would jeopardize competent representation.

B. In the event that an incumbent provider is selected to represent a different caseload from that currently represented, that provider should continue to represent any clients for whom the provider was identified as the attorney of record in active juvenile dependency proceedings prior to September 1, 2020 (or the commencement date set forth in the executed Agreement). The provider must then use the conflict procedures described in Section 4 below, to assure that counsel is provided for all parties for which provider is responsible.

4. CONFLICT COUNSEL

Proposers should describe how they will provide representation to all parties for which they are responsible. The following guidelines describe three methods (the “Ethical Walls Approach” in section A, the “Subcontractor Approach” in section B, and the “Solo Practitioner Approach” in section C) for providing conflict counsel when a case has more than one client requiring representation by the proposer, or when proposer has a conflict of interest with a particular client. Proposals may select one method and provide details about how it will be implemented. Or, if the proposer intends to use a hybrid method (a combination of A, B, and/or C), the proposer should describe their planned approach and provide details of how it will be implemented:

A. **Ethical Walls Approach:** Separate units, offices, or divisions within any proposed organizational structure should have ethical walls that guard against the inappropriate disclosure or sharing of confidential client communications and information or case materials or files in relation to cases in conflict with each other. To that end, the organization should consider adopting procedures that provide for the following safeguards:

- Separate clerical staff and investigators among the units, offices, or divisions of the organization;
- Telephone, facsimile, photocopier, and computer systems and support that ensure the segregation of confidential client information and case specific information for any cases in conflict represented by the separate units, offices, or divisions of the organization;
- Separate case files;
- Internal procedures and protocols that ensure that all confidential case information relating to conflict cases assigned to given units, offices or divisions of the organization are maintained by and shared within only that part of the organization and remain separate from the case files and confidential case information of cases in conflict represented by other units, offices or divisions of the organization;
- At least one supervising attorney for each unit, office, or division of the organization to ensure separate supervision of the day to day representation and case-related decision making in regard to conflict cases and conflict clients assigned to that unit, office, or division of the organization. That supervisor will also be responsible for making recommendations to the organizational head in regard to termination or discipline of attorneys and staff in that unit, office, or division of the organization.
- No attorney shall have access to the case files or confidential client information relating to any clients in conflict with those of the unit, office, or division in which that attorney works.
- The separate units, offices, or divisions within the organization may share:

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Funding source(s); an administrative unit with responsibility for budgeting, personnel, payroll, procurement of office supplies and equipment, office maintenance, and ensuring that all groups are of comparable quality (with no access to confidential information and no role in handling cases); executive leadership responsible for: hiring, training standards, other general policies (that are not case specific) in regard to the operation, function, and management of the organization; crafting the organization's policies on systemic issues and reforms; and accountability to the court for the organization's fulfillment of its contractual obligations; a law library; Form and brief banks; and a supply room.

B. Subcontractor Approach: Proposer will enter into subcontracts with other qualified attorneys or law firms, to provide representation to any clients that proposer cannot represent.

- The subcontractor attorneys and/or firms must be separate organizationally from the proposers firm, and must not share with proposer any files, staff, computer systems, facilities, case information or any other resources that would compromise client confidentiality.
- Proposer is responsible for ensuring that there are sufficient subcontractor resources available to represent all clients, regardless of how many individual clients in each case require representation.
- Proposer must ensure that subcontractors provide high quality representation. Proposals should include information about how high quality representation will be assured, including meeting the attorney performance standards described in *section 5* below, when cases are assigned to subcontractors.
- Proposer will determine the compensation structure for the subcontractor attorneys. Proposer will provide the proposed compensation structure to the Court as part of its proposal.

C. Solo Practitioner Approach: Proposers must establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups. Proposers must advise the court when such conflicts arise and let the court know whether the proposer can continue to provide representation to parties for whom there is a conflict. If proposer is unable to provide ongoing representation to one or more parties, proposer must seek to be relieved of the appointment for that party, parties or case after identifying (in conjunction with the Court) another Court Contractor that may represent the party.

5. ATTORNEY COMPETENCY, EDUCATION AND TRAINING

Contractor shall comply with the competency, education and training standards as outlined in California Rules of Court, Rule 5.660 (www.courts.ca.gov/xbcr/cc/title_5.pdf) and Shasta County Local Rules of Court, Section 16 (www.shasta.courts.ca.gov). Contractor shall attend statewide multi-disciplinary trainings or conferences.

6. SYSTEM MEETINGS

Contractor shall participate in quarterly local Blue Ribbon Commission Meetings or other Systems Meetings with representatives of the Court, Department of Health and Human Services, County Counsel, Court Appointed Special Advocates, Office of Education, foster parents, and other dependency representation contract agencies.

7. ATTORNEY PERFORMANCE REQUIREMENTS

Competency, education and training standards for dependency representation are described in the state and local rules of court referenced above in Section 5. The following description of counsel's responsibilities and actions is presented as an outline of what constitutes thorough and professional representation. An individual case will rarely require all of the activities enumerated. Underlying each activity is the expectation that the attorney will possess knowledge and understanding of current statutes, rules of court, relevant case law, and the policies inherent within them.

A. Maintain ongoing client contact

1. Meet with the client before each court hearing;
2. Personally explain to the client, in a developmentally appropriate manner, what the court is deciding and what alternatives might be available; elicit the client's preferences, advise the client, and discuss what will happen next;
3. Observe the parent's interaction with the child(ren), after obtaining permission from opposing counsel;
4. Contact the client in the event of an emergency or significant case-related event;
5. Be accessible to the client through office hours, telephone/voicemail, fax, e-mail or home/school/office visits.
6. Additional duties of child's counsel:
 - a. Visit the child at each new placement, whenever feasible; and
 - b. Personally visit with the child in a non-court setting before each court hearing.
7. Additional duties of parents' counsel:
 - a. Investigate and evaluate the parents' environment (home, relative home, shelter, etc.); and
 - b. Be alert to any special needs of the parent related to his or her ability to understand and participate in the court process, including making a determination as to whether or not a *guardian ad litem* is necessary.

B. Conduct thorough, continuing, and independent investigations and interviews necessary to ascertain the facts, which may include, but is not limited to:

1. Obtaining any required authorizations for the release of information;

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2. Reviewing the client's social services, public assistance, psychiatric, psychological, drug and alcohol, medical, law enforcement, and school records; taking any additional steps necessary to gain access to those records that may not be in existing or open files;
3. Making all efforts to investigate the appropriateness of a medication request and provide input to the court whenever possible;
4. Reviewing court file and case-related records of the social services agency and other service providers;
5. Interviewing school personnel, caretakers, neighbors, relatives, coaches, clergy, mental health professionals, physicians, and law enforcement officers;
6. Contacting and meeting with child welfare workers who are presently or were previously interacting with the client or other family members, including the child welfare worker who will provide the next report to the court;
7. Contacting counsel for other parties;
8. Contacting any non-attorney *guardian ad litem* or Court Appointed Special Advocate (CASA) appointed in the case to obtain background information;
9. If additional information suggests, contacting other professionals and lay witnesses who may identify alternative potential placements and services;
10. Eliciting the client's preferences, advising the client, and giving guidance in a developmentally appropriate manner (regarding placement, visitation/contact, or agency recommendations);
11. Identifying individuals in the child's life to maintain consistent connections and possibly serve as alternate caretakers;
12. Reviewing photographs, video or audio tapes, and other relevant evidence; and
13. Attending treatment and placement conferences and placement staffing.
14. Additional duties of child's counsel:
 - a. Contact and meet with parents/legal guardians of child(ren), with permission of their attorney;
 - b. Upon being appointed by the court, investigate the interests of the child beyond the scope of the proceedings and report to the court, subject to any legal privileges, any other interests of the child that may need to be protected by the institution of other administrative or procedural hearings.

These interests include, but are not limited to:

- School/education issues;
- Special education or developmental services;
- Child support;
- Personal injury;
- Mental health proceedings;

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- Immigration;
 - Social security or public assistance payments; and
 - Medical issues.
- c. Attend Welfare and Institutions Code section 241.1 hearings if the child is a dependent with a new delinquency petition pending or if the child is a ward and the subject of a new dependency petition; advocate for dependency or dual jurisdiction as appropriate.
15. Additional duties of parents' counsel:
- a. Contact and meet with counsel for the child to determine child's wishes versus parents' interpretation of child's wishes;
 - b. Emphasize what is expected of the parent and the consequences for failing to complete the terms of the case plan;
 - c. Stress the need for the parent to communicate to counsel any questions about the case plan or problems in fulfilling its requirements; and
 - d. Respond to all communications from client (e.g., phone messages, email, etc.).
- C. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client. Requested relief may include, but is not limited to:
- 1. Obtaining necessary services or assistance for the family;
 - 2. A mental or physical examination of the client;
 - 3. A parenting, custody, or visitation evaluation of the client;
 - 4. An increase, decrease, or termination of contact or visitation;
 - 5. Requesting, restraining, or enjoining a change of placement;
 - 6. Contempt for non-compliance with a court-order;
 - 7. Termination of a child-parent relationship;
 - 8. The administration of psychotropic medications;
 - 9. Restraining orders;
 - 10. Motions to Quash a child's testimony;
 - 11. A protective order concerning the client's privileged communication or tangible property;
 - 12. Dismissal of petitions or motions; and
 - 13. 388 motions to reinstate parental rights.
- D. Seek appropriate services (by court order if necessary) to access entitlements, to protect the client's interest, and to advocate for a comprehensive service plan.

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1. Attorney advocacy may include, but is not limited to:
 - a. Family preservation and related prevention and reunification services;
 - b. Advocating placement with siblings;
 - c. Sibling and family visitation;
 - d. Maintaining connection with relatives or non-related extended family members (NREFM) and community ties;
 - e. Child support: including advising parents on their rights and responsibilities regarding child support and filing parentage inquiries;
 - f. Domestic violence prevention and treatment;
 - g. Medical and mental health care;
 - h. Drug and alcohol treatment;
 - i. Parenting education;
 - j. Transitional and independent living services and plan;
 - k. Adoption services;
 - l. Education;
 - m. Recreational or social services;
 - n. Housing;
 - o. Long-term foster care or Another Planned Permanent Living Arrangement; (parent's counsel may advocate for Individualized Permanent Plans for child(ren) in lieu of adoption/guardianship); and
 - p. Post-adoption agreement referral.
 2. Agencies (i.e. school districts, housing authority, etc.) may be joined in the dependency action if there are problems with the services being provided;
 3. Counsel should request services even if no hearing is scheduled. If direct informal requests to treatment providers are unsuccessful, counsel should file a motion related to necessary services.
 4. Counsel should advocate for services for clients with special needs, such as physical, mental, or developmental disabilities. These services may include, but are not limited to:
 - a. Special education and related services;
 - b. Supplemental security income (SSI) to help support needed services;
 - c. Therapeutic foster and group home care;
 - d. Residential/in-patient and outpatient psychiatric treatment; and
 - e. Regional center services.
- E. Negotiate settlements/mediations
1. Initiate and participate in settlement negotiations to seek an expeditious resolution of the case, avoiding continuances and delays; and

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2. Attempt to settle any contested issues by initiating and participating in settlement negotiations, including mediation.

F. Hearings

1. Attend and participate in all hearings related to the dependency matter;
2. Report to the court on the child's adjustment to placement, social services' and the parent's compliance with prior court orders and treatment plans, and child/parent interactions during visitation and other contact;
3. Present and cross-examine witnesses, offer exhibits, and provide independent evidence;
4. Prepare and submit trial briefs prior to contested hearings;
5. Be prepared to endorse, challenge, and amplify any reports submitted to the court;
6. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal;
7. If a continuance is sought, prepare a written motion under Welfare and Institutions Code section 352; and
8. At the conclusion of the hearing, if appropriate:
 - a. Make a closing argument and provide proposed findings of fact and conclusions of law;
 - b. Request orders that are clear, specific, and where appropriate, include a timeline for assessment, services, placement, and evaluation of the child and/or family;
 - c. Ensure that a written order is entered; and
Review all written orders to advocate for the orders to conform to the court's verbal orders and statutorily required findings and notices.
9. Additional duties of child's counsel:

Pursuant to Welfare and Institutions Code section 349, the child has a statutory right to be present at the hearing:

 - a. A child's presence at a hearing should be based upon an individual determination of the child's willingness to attend, age, and maturity;
 - b. A child's presence at a hearing should be based upon consultation with the child, therapist, caretaker, or any other knowledgeable adult in determining the effect of the child being present at the hearing; and
 - c. Consider the court facilities and how children attending hearings are accommodated.
10. Additional duties of parents' counsel:

If appointed by the court to do so, represent the client at a judicial hearing set (under Welfare and Institutions Code section 903.45(b)) to resolve a dispute over the client's ability to pay for the cost of court-appointed counsel.

11. Prepare client to testify as a witness
 - a. Consult with client and determine whether s/he should testify;
 - b. Prepare the client to testify;
 - c. Protect the client by making appropriate objections; and
 - d. Ensure that questions are appropriate (developmentally and linguistically).
 - e. Additional duties of child's counsel:
 - (i) Determination of calling the child as a witness:
 - Consider the child's need or desire to testify;
 - Weigh the likely consequences of having the child testify;
 - Determine the necessity of the child's direct testimony;
 - Determine if there is any other evidence or hearsay exceptions that may eliminate the need for direct testimony;
 - Determine the child's developmental ability to provide direct testimony and withstand possible cross-examination; and
 - Consider available alternatives to in-court testimony as specified in Welfare and Institutions Code section 350(b).
 - (ii) Child as a witness:
 - Prepare the child to testify:
 - a. Familiarize the child with the courtroom, court procedures, and what to expect during direct and cross-examination;
 - b. Make an effort to advocate for your client (including making objections) that testifying will cause minimum harm to the child;
 - c. If possible, conduct the direct testimony of the child; and
 - d. Object to questions that are not developmentally appropriate and/or not phrased in a syntactically and linguistically appropriate manner.
 - (iii) Challenges to child's testimony/statements: If necessary, prepare expert testimony to establish competency or reliability or to rehabilitate any impeachment.
- G. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services.
- H. Appeals and Writs
 1. Appeals:

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- a. Consider and discuss with the client, as developmentally appropriate, the right to appeal, the ramifications of an appeal (including delaying implementation of services or placement), and the likely result of an appeal;
 - b. If, after a thorough discussion, the client wishes to appeal, file a notice of appeal (JV-800 or JV-800S);
 - c. Seek appropriate orders and extraordinary writs necessary to protect the interests of the client during the pendency of the appeal;
 - d. If child's trial counsel, seek separate appellate counsel as appropriate pursuant to rule 5.661;
 - e. If permitted by the Court of Appeal, participate in the appeal, even if filed by another attorney, unless discharged;
 - f. Keep the client informed of the progress of the appeal, to the extent possible; and
 - g. Once a decision is rendered, explain the result to the client, and discuss any additional appellate remedies that may be available as well as what will happen next in juvenile court.
 - h. Withdrawal: If the appeal would be frivolous or counsel lacks the necessary experience or expertise, counsel should notify the court and seek to be discharged or replaced.
2. Writs when a Welfare and Institutions Code Section 366.26 hearing is set:
- If reunification services are not offered or are terminated, and a Welfare and Institutions Code section 366.26 hearing is set, or a 366.26 hearing is set under any other circumstances, consider and discuss with the client, as developmentally appropriate, writ rights and procedures under rules 8.450 and 8.452 of the California Rules of Court;
- a. If the writ is to be sought, file the Notice of Intent (JV-820) once the adult client has signed it;
 - b. If the adult client is not available to sign the notice, request the Court of Appeal to permit counsel to sign on behalf of the absent client.
 - c. If representing the child, sign and file JV-820 on behalf of the child;
 - d. Ensure that the Notice of Intent is filed in a timely manner, following the requirements in Rule 8.450;
 - e. If inexperienced in preparing writs, consult with, or seek assistance from colleagues familiar with the procedures and requirements;
 - f. Prepare and submit the writ petition, following the timeline requirements in Rule 8.452 ;
 - g. Attend and participate in any scheduled oral argument, if it is in the client's interests to do so; and
 - h. Once a decision is rendered, explain the result to the client, and discuss additional remedies that may be available as well as what will happen next

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in the juvenile court;

3. Writs under 366.28, and in other circumstances:
 - a. After termination of parental rights, a writ petition may be filed to challenge placement or removal orders, pursuant to 366.28. To file a notice of intent and a writ petition for this situation, follow the procedures in Rules 8.454 and 8.456.
 - b. Consider the writ procedure even if a hearing under section 366.26 is not set and the 366.28 procedures do not apply, if an appeal will not lie, or the circumstances require prompt action.

I. Ongoing representation in non-minor dependent cases

1. Attorneys for the child must continue to represent the child throughout the life of the case, including if the child becomes a non-minor dependent.
2. Attorneys for the parent must continue to represent the parent in non-minor dependent cases, if the parent is receiving family reunification services.
3. Attorneys for the child must resume representation if, after the case has been dismissed, the court resumes jurisdiction over the child as a non-minor dependent, under 388(e) (“re-entry” cases).

J. Cessation of Representation:

1. Discuss the end of legal representation and what contacts, if any, the client and the attorney will continue to have;
2. Ensure the client has contact numbers for social services or other emergency services.

8. CASE REPORTS AND MAINTENANCE OF RECORDS

A. Contractor shall provide the following Court case management reports:

1. Within One Month of Executing Agreement. A list of all current cases, including those transferred to Contractor from prior counsel.
2. Monthly Caseload Reports. Contractor shall provide statistical information on a monthly basis (attached to the monthly claim form) itemizing the average hours worked per month, the number of new cases, the total number of active cases, the number of closed cases and time expended per case per month. Specific information will be for the following:

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- a. For newly-appointed cases:
 - (1) Case number;
 - (2) Party represented;
 - (3) For sibling groups, number of Children represented;
 - (4) Appointment date;
 - (5) Initial hearing date; and
 - (6) Name of appointed attorney
- b. For cases where representation is terminated:
 - (1) Case number;
 - (2) Date of termination of representation; and
 - (3) Reason for termination of representation.

9. JUVENILE DEPENDENCY COUNSEL COLLECTIONS

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

END OF ATTACHMENT

**ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

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

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid or 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/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

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

**ATTACHMENT 6
GENERAL CERTIFICATION FORM**

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

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

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

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

Check box to indicate acceptance of the clauses above.

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

Proposer Name: _____

ATTACHMENT 7

Proposed Caseload & Business Designation

1. **Proposed Caseload:** Currently, there are approximately 1,430 dependency cases: both children and parents receiving court-appointed dependency representation in Shasta County. For purposes of this RFP, each child is counted as a case (irrespective of sibling group affiliation), and each parent is counted as a case. Proposer must specify the total number of cases its Technical Proposal and Cost Proposal is based upon below.

_____ **total number of cases**

2. **Proposer's Business Designation:** Proposer must identify its business designation by checking one of the following:

- Solo practitioner
- General Partnership
- Government Agency
- Non-Profit Organization
- Private Firm
- Panel Organizational configuration
- Other:[describe]_____

Proposer Name: _____

**ATTACHMENT 8 PROPOSAL SUBMISSION
REMINDER CHECKLIST**

Please ensure the following items are included in your proposal and are submitted as specified in the RFP:

Technical Proposal Items

- Title Page
- Description of Services to be Provided
- Competency & Experience Requirements
- Resumé(s)
- Method for Improving Child Welfare Outcomes
- Attachment 3: Acceptance of Terms & Conditions
- Attachment 5: Darfur Certification
- Attachment 6: General Certification Form
- Attachment 7: Proposed Caseload and Business Designation
- Completed Local Form *LF-JUV-101*
- Business License, Professional Certifications, Other Credentials

Cost Proposal Items

- Printed Cost Proposal

Submission of Proposal

- 1 Original; 3 Copies of both Technical and Cost Proposals