



# REQUEST FOR PROPOSALS

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA

REGARDING:

SHASTA COURTHOUSE MOVE

RFP: SHASTA COURTHOUSE MOVE  
**RFP# 2023-01**

PROPOSALS DUE:

April 28, 2023

NO LATER THAN 2:00 P.M. (PACIFIC TIME)

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## **GENERAL INFORMATION**

### **INTRODUCTION**

The Superior Court of California, County of Shasta (Court) seeks the services of a person or entity with expertise in moving large office spaces.

### **1.0 CONTRACT TERM**

This RFP is for a one-time relocation from the current courthouse buildings, located at 1500 Court Street (including the old jail building) and 1655 West Street, to the new facility, located at 1515 Court Street. The relocation will occur in late August, 2023.

### **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

2.1 The Court seeks the services of a person or entity with expertise in moving office supplies, furniture, and safes for the Court in August of 2023. This move shall include courthouse locations at 1500 Court Street and 1655 West Street. The work sought shall be as described in Attachment 1, Scope of Work, and in general shall include:

- a) Pre-move delivery of boxes and labels;
- b) Property tagging and coordination for placement in new building;
- c) Providing movers for the locations listed above. The move shall take place between the hours of 5:00 p.m. Friday and 6:00 p.m. Sunday on consecutive weekends. The move may occur over the Labor Day holiday, in which case moving may occur on Labor Day Monday (September 4);
- d) Moving freestanding furniture;
- e) Moving boxes and files, as described in Attachment 1, Scope of Work;
- f) Proposer will be required to supply the appropriate equipment, including trucks or vehicles, handheld dollies or carts, and workers to complete the requested tasks.
- g) Proposer will move documents considered confidential under the California Rules or Court or specific court orders between buildings. Proposer and its employees or agents will agree not to read or disseminate any documents they come across while performing work within or for the court.

**3.0 REQUIREMENTS AND LIABILITIES**

- 3.1 Proposer may not outsource any services without prior written approval from Court.
- 3.2 Proposer must provide proof of insurance to cover damages from loss or damage while property is under the control of Proposer, as well as for damage to any fixed property, and for any vehicles owned or operated in the course of this move. Proposer shall be responsible for the satisfactory repair or replacement (at the option of Court) of any property that is lost, damaged, or stolen in Proposer’s custody and for the satisfactory repair of any damage to buildings or grounds.
- 3.3 Proposer must provide Certificate of Liability Insurance that includes Commercial General Liability, Worker’s Compensation and Employer Liability, and Automobile Liability, for up to one million dollars. This will be required at the time the contract is signed.

**4.0 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	March 16, 2023
Pre-Proposal Conference and Walkthrough (See Section 8.0)	April 6, 2023
Deadline for questions to: <i>purchasing@shasta.courts.ca.gov</i>	April 14, 2023 by 4:00 p.m. PST
Questions and answers posted	April 19, 2023 by 5:00 p.m. PST
Latest date and time proposal may be submitted	April 28, 2023 by 2:00 p.m. PST
Notice of Intent to Award ( <i>estimate only</i> )	May 10, 2023
Contract start date ( <i>estimate only</i> )	August 1, 2023
Move Completion Date ( <i>estimate only</i> )	September 25, 2023

**5.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

ATTACHMENT & APPENDICES	DESCRIPTION
Attachment 1: Scope of Work	This document describes the work to be done by Proposers and will be included in the final contract.

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ATTACHMENT & APPENDICES	DESCRIPTION
Attachment 2: Cost Proposal	This form needs to be filled out by each Proposer and submitted with bid. The Bidder needs to fill out each field in the form.
Attachment 3: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 4: Standard Terms and Conditions	Each Proposer must review these standard terms and conditions and sign the standard form agreement containing the terms and conditions.
Attachment 5: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions and submit the exceptions with bid. <b>Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The Court, in its sole discretion, shall determine what constitutes a material exception.</b>
Attachment 6: Darfur Contracting Act Certification	Proposers must complete the Darfur Contracting Act Certification and submit the completed certification with the proposal.
Attachment 7: General Certification Form	Proposers must complete and submit the General Certification Form with the proposal.
Attachment 8: Payee Data Record Form	This form contains information the Court requires in order to process payments.
Attachment 9: DVBE Declaration	This is an optional form, used if Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 10: Unruh Civil Rights and California Fair Employment and Housing Act Certification	Pursuant to Public Contract Code section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services valued at \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purpose of goods or services of \$100,000 or more.

## 6.0 PRE-PROPOSAL CONFERENCE AND WALKTHROUGH

A pre-proposal conference and walkthrough will be held on April 6, 2023, to provide more information regarding the scope and deliverables of this RFP. This conference is not mandatory to submit a Proposal. The pre-proposal conference will be held in Room 205 (Court Administration) of the current court facility, located at 1500 Court Street. Participants will need to proceed through weapons screening prior to attending.

Attendance at the pre-proposal conference is optional, but strongly encouraged. The Court will not reimburse Proposers for any costs incurred in traveling to or from the pre-proposal conference location

## 7.0 SUBMISSIONS OF PROPOSALS

7.1 Proposals should provide straightforward, concise information that responds to every section of this RFP, all attachments, and all exhibits. Proposers should take care to ensure that proposals satisfy the requirements of *Section 8.0, Proposal Contents*. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

7.2 Proposals must be submitted electronically. See Section 7.3.3 below for instructions on submitting proposals electronically.

7.3 The Proposer must submit its proposal *in two parts*, the technical proposal and the cost proposal. Both parts must be submitted electronically in pdf or Word format.

7.3.1 Technical Proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must include the RFP title and number in the subject line of the submission.

7.3.2 Cost Proposal: The Proposer must submit one (1) electronic file of the cost portion of the proposal, including the Proposed Cost Proposal Form (Attachment 2 to this RFP). The cost portion of the Proposal must be signed by an authorized representative of the Proposer. The cost portion of the Proposal must be submitted to the Court in an electronic file, separate from the non-cost portion. The Proposer must include the RFP number and "COST-PROPOSAL" in the name of the electronic file.

7.3.2 All documentation required by this RFP must be submitted in PDF or Word format. Please use the following naming convention for the electronic files:

ProposerName\_Cost-Proposal\_RFP-2023-01  
ProposerName\_Technical-Proposal\_RFP-2023-01

7.3.3. Only electronic proposals will be accepted as noted above. Proposals shall be directed to [procurements@shasta.courts.ca.gov](mailto:procurements@shasta.courts.ca.gov). Proposals must be **received** by the

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date and time listed on the coversheet of this RFP. Late proposals will not be accepted. All times in the Timeline for this RFP are Pacific Time. Delivery time stamps of email messages used for delivery will be referenced upon submission of Proposal.

- 7.4 Proposers are responsible for keeping abreast of changes to the RFP by monitoring the Court's procurement website through the duration of this proposal, evaluation, and award process.
- 7.5 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 responsible for the cost of preparing the proposal. Submitted proposals may be retained for official files and may become a public record.

## 8.0 PROPOSAL CONTENTS

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

### 8.1.1 Title Page

The title page will include the following information:

- a. Proposal title;
- b. Date submitted;
- c. Proposer's name;
- d. Proposer's contact information (physical and electronic addresses, telephone, and fax);
- e. 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;
- f. Proposer's federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- g. Signature of duly authorized representative.
  - i. If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
  - ii. 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.
  - iii. 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).

- iv. 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.
- v. 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.

#### 8.1.2 Description of Services to be Provided:

##### a. Services

Describe your company's ability to provide the services listed in Section 2.0. This should include Proposer's experience in past similar moves, as well as ability and experience in conducting the proposed activities.

- b. Names, addresses, and phone numbers for a minimum of two (2) clients for whom the Proposer has performed a move of a significant size during the past five (5) years. The Court may check references listed by the Proposer.

##### c. Acceptance of the Terms and Conditions.

- i. On Attachment 5, Proposer must check the appropriate box and sign the form. If Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- ii. If exceptions are identified, Proposer must also submit a redlined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

**NOTE: A material exception, as determined by the Court in its absolute and sole discretion, to any of the Terms and Conditions in Attachment 4 may render a proposal nonresponsive.**

##### d. Certifications, Attachments, and Other Requirements

- i. Proposer must complete the General Certification Form (Attachment 7) and submit the completed form with its proposal.

- ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.
- iii. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
- iv. Copies of Proposer’s (and any Subcontractors’) current business licenses, professional certifications, or other credentials;
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements);
- vi. Proposer must complete the Unruh Civil Rights and California Fair Employment and Housing Act Certification (Attachment 10) and submit the completed certification with its proposal.

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

8.2.1 The hourly rate per mover per day. Indicate if different rates apply based on job function. Rates should be effective for evening/after-hours and weekends, as the move will take place on four consecutive weekends. The move may include the Labor Day weekend, in which case moving on Labor Day (Monday, September 4, 2023) may be required. Please include applicable holiday rates in the cost proposal.

8.2.2 Any anticipated mileage fees for travel from the current locations to the new location (across the street) shall not exceed the IRS standard charge.

8.2.3 The cost for materials, to include boxes, tape, and labels.

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

## 9.0 OFFER PERIOD

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

reserves the right to negotiate extensions to this period. The Court may release all offers upon issuance of a Notice to Award.

**10.0 EVALUATION OF PROPOSALS**

10.1 The Court will evaluate the bids as described in the Judicial Branch Contracting Manual. Award, if made, will be to the lowest responsible bidder meeting all submission requirements, terms, and conditions of this RFP. Proposals will be evaluated and ranked by score.

10.2 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:

<b>CRITERION</b>	<b>MAXIMUM POINTS</b>
Technical Qualifications (credentials of Proposer to be assigned to the project, company’s skills and abilities, background, experience, references)	<b>22</b>
Acceptance of the Terms and Conditions	<b>10</b>
Ability to meet timing requirements to complete the project	<b>15</b>
DVBE Incentive	<b>3</b>
Cost Proposal	<b>50</b>

**11.0 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.

**12.0 RIGHTS**

The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right

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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.

### **13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

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

### **14.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION INCENTIVE**

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

Proposer will receive a DVBE incentive if, in the sole determination of the Court, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.00

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

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its bid the Bidder Declaration (Attachment 9a). Proposer must submit with the Proposer Declaration all materials required in the Proposer Declaration.
2. Proposer must submit with its bid a DVBE Declaration (Attachment 9b) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE

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Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

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

## **15.0 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](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the **proposal due date** set forth on the cover page of this RFP. Protests must be sent to:

Superior Court of California, County of Shasta  
Attn: Chief Financial Officer, RFP: 2023-01  
1500 Court Street, Rm. 205  
Redding, CA 96001

***END OF RFP***

## **ATTACHMENT 1 SCOPE OF WORK**

### **1. GENERAL REQUIREMENTS**

- 1.1 The purpose of this Request for Proposal is to solicit bids from qualified moving services companies what will result in an Office Moving Services Contract that will include the full range of services to move boxes, files, and miscellaneous office material from 1500 Court Street, including the Old Jail, and 1655 West Street, Redding, CA to 1515 Court Street, Redding, CA. and place the objects according to the direction of the Court.
- 1.2 The contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely and efficient manner. The contractor must provide pricing for all items and services. All boxes and cartons required by the Court shall be furnished by the contractor at least ten (10) business days in advance of the scheduled moving date.
- 1.3 The contractor shall also furnish, when necessary, padding or other protective materials for the interior of the buildings including elevators. 1515 Court Street is equipped with a loading dock and freight elevator. All containers and material shall be clean and of quality sufficient to insure protection of the property. The contractor shall furnish clean and sound closed type vans or trailers (unless otherwise acceptable to the Court) of sufficient size to accommodate the move. Protective coverings shall be used to protect the property during loading and unloading operations during bad weather.

### **2. TYPES OF SERVICE**

- 2.1 Services consist of, but are not limited to, moving of boxes, files, and miscellaneous office material within the building located at 1500 Court Street and 1655 West Street, and in the building referred to as the Old Jail to 1515 Court Street, Redding, CA. Services also include packing, pickup, delivery, unpacking and placement as necessary and related services. The amount of files designated as linear feet (LF) in Attachment A will be packed by the contractor in boxes or other containers for the move. No furniture other than antique items indicated in Attachment 1 will be moved from one location to the other unless specifically noted.
- 2.2 The contractor shall provide adequate protection to the floors, walls, doors, windows and outside surrounding grounds, walkways, and driveways before the move as necessary to prevent physical damage to the buildings, their grounds and contents. The contractor shall provide adequate protection to the materials being moved.
- 2.3 Equipment required includes small and large moving vans, dollies, hand trucks, rollers, and similar equipment and supplies usually employed in the movement of material.
- 2.4 The contractor shall remove packing materials, rubbish, and debris generated by the move from Court property.
- 2.5 An estimate of the boxes, files, and material to be moved is contained in Attachment 1.

3. PLANNING AND WALK-THRU

3.1 The awarded contractor shall work closely with the Court to develop a detailed move plan to ensure that all boxes, files, and other material move efficiently, safely and correctly from their current locations to specifically designated areas in the new courthouse.

4. MOVE PROJECT MANAGER

4.1 The contractor must provide a move project manager (PM) responsible for inventory, planning, scheduling, organizing, coordinating, communicating, instructing, training, and directing the entire, multi-phase move, and all aspects related to the move.

5. CREW REQUIREMENTS

5.1 The contractor shall provide an adequate staff of trained supervisors and movers in uniform or moving company identifiable clothing. Team members must conduct themselves in a professional manner, and if the conduct of any team member is adjudged a nuisance to the Court, the contractor shall order such parties removed immediately from the grounds.

5.2 Contractor's employees shall wear safety equipment, as required, while performing work.

5.3 The contractor supervisor shall constantly supervise the work and be at the site of the work during all working hours, to carry out the work indicated by the contract and to receive any updated instructions from the Court.

6. PERFORMANCE PERIOD

6.1 It is estimated that the move from 1500 Court Street (including the Old Jail) and 1655 West Street to 1515 Court Street will commence in early August and continue for several weeks. Pickup shall be on the date mutually agreed upon. If the contractor cannot meet that date and time, the contractor shall notify the Court twenty-four (24) hours in advance. Delays by the contractor of more than one (1) day from the agreed upon date may result in a penalty to the contractor of \$1,000.00 per day.

**[APPENDIX A TO FOLLOW ON NEXT PAGE]**

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**APPENDIX A**

**[PLEASE REFER TO SEPARATE LINK ON PROCUREMENT PAGE, TITLED APPENDIX  
A TO ATTACHMENT 1]**

**ATTACHMENT 2  
COST PROPOSAL**

**Note: For the description listed for each line item, please provide your company’s name.**

Provide the billing rates Proposer proposes to charge for all classifications listed in the table below. Rates must be fully loaded and include Overhead and Profit. The billing rates will be used for evaluation purposes as set forth in the instructions herein and will be the basis for authorizing work under any resulting Agreement. Additional classifications utilized by the Proposer in the performance of the services of this RFP and associated rates Proposer proposes to charge should be listed separately from this Attachment 2 and included with the submission of Proposer’s Cost Proposal. Additional rates will not be used for evaluation purposes however they will be included in any resulting Agreement.

*Instructions:*

1. Provide the rates to be charged for one mover per day. ***If Proposer utilizes a different classification than listed below, include the rate for the closest-aligned classification.*** Also, indicate if different rates apply to work performed in the evening/after-hours, weekend, and/or holidays. All rates must be a single rate, expressed in dollar values with no more than two decimals, and not in a range (example: \$80.00).
2. Provide travel cost for external move to new facility (1515 Court Street) from each respective existing facility (1500 Court Street, including the Old Jail, and 1655 West Street).
3. All classifications must have a corresponding rate to be considered a responsive proposal. Failure to indicate a billing rate for any classifications listed may be grounds to reject the entire proposal. A zero-dollar rate (i.e., \$0.00, \$ -, or blank) listed for any and all contracted positions will be interpreted and understood by the Court to mean that the Proposer indicating a zero-dollar rate shall be obligated to perform any such services at no cost to the Court.
4. Do not change or edit the format of this form. List separately and include with the submission of Proposer’s Cost Proposal any additional classifications that will be utilized by the Proposer in the performance of the services of this RFP and associated rates Proposer proposes to charge.

<b>Classification</b>	<b>Unexpected or Emergency Moving Services Outside of Scheduled Hours (Per Hour)</b>	<b>Planned Scheduled Moving Services (Per Hour)</b>
Driver	\$	\$
Mover	\$	\$
Additional Mover(s)	\$	\$
Add	\$	\$
Add	\$	\$
Add	\$	\$
<b>Truck(s) and Equipment</b>		
20-foot truck, 2 FTE, including equipment (fixed firm price)	\$	\$
40-foot truck, 2 FTE, including equipment	\$	\$

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(fixed firm price)			
Options, less than 20-foot truck (fixed firm price)	\$	\$	
<b>Materials</b>	<b>Boxes</b>	<b>Tape</b>	<b>Miscellaneous</b>
List sizes of boxes and units of measure (e.g., bundle)			
<b>Miscellaneous (to be discussed for consideration)</b>			

**Service Request Form to be approved by Court prior to commencement of work.**

**Travel Expenses**

Travel expenses should be included in firm-fixed price items but not hourly rates here. Reimbursement of travel expenses will be administered in accordance with the terms of the Standard Agreement (Attachment 4 to this RFP).

**ATTACHMENT 3  
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.

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- 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](mailto:adesrochers@shasta.courts.ca.gov) or (530) 245-6721.

**ATTACHMENT 4 - 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:

“**Agreement**” means this entire integrated agreement between the Court and the Contractor.

“**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.

“**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.

“**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.

“**Goods**” is defined in Exhibit B

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

“**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.

“**Work**” is defined in Exhibit B

## 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

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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. SERVICES**

- A. The scope of services provided by Contractor under this Agreement shall include all services described in Exhibit B.
- B. Contractor will be moving documents considered confidential under the California Rules of Court or specific court orders. Contractor and its employees or agents will not read, disclose, photograph, videotape, or disseminate any documents they come across while performing work pursuant to this Agreement.

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#### **4. TERM OF AGREEMENT**

This Agreement shall commence on [DATE] and shall terminate [DATE].

#### **5. REQUIREMENTS AND LIABILITIES**

- A. Qualifications: Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- B. All workers must complete a sign-in sheet before beginning work.
- C. All move staff must wear identifiable shirts, hats, etc. to clearly distinguish them as working staff. Any move staff accessing areas of the court not open to the public shall wear court identification that shall be visible at all times while in restricted areas. All move staff are subject to complete internal background investigations. Contractor or each mover shall be responsible for the cost of any fingerprint processing fee.
- D. Contractor may not outsource any services without prior written approval from Court.
- E. Contractor shall present satisfactory evidence of insurance coverage sufficient to cover damages for loss or damage to property during the course of the move. Contractor shall be responsible for satisfactory repair or replacement (at the option of Court) of any property that is lost, damaged, or stolen while in Contractor's custody, and for the satisfactory repair of any damage to buildings, furnishings, or grounds.
- F. Contractor must provide proof of Motor Carrier Permit issued by the California Department of Motor Vehicles or Household Goods Carrier permit issued by the California Public Utilities Commission.
- G. Contractor warrants that:
  - i. The services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations similar to the Services; and
  - ii. Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that the Services will conform to the requirements of this Agreement and all applicable specifications and documentation.
- H. Commencement of Performance: This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- I. Stop Work Orders.
  - i. Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which Court and Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of

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the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

- ii. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. Court shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and (b) Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.
- iii. Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

## **6. HOURS OF WORK**

- A. Notwithstanding the timing and duration of the Work under the Contract which is subject to court activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Court and to the Division of Labor Standards Enforcement of the DIR.
- C. Work will take place in an occupied court facility; therefore, work hours will be restricted to evenings and weekends.

## **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

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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;
    - 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

- 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 shall be written on an "occurrence" 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.

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- 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.
- B. 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.
- C. Notices. 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.
- D. 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.
- E. 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.
- F. 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;

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- 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.
  - 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:

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- 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.

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

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- 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.
- 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

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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.

## 16. 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.

## 17. 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).

## 18. 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 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

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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 (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]

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- 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.

## 19. 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.

## 20. ANTITRUST CLAIMS

If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to 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.

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***END OF EXHIBIT***

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**ATTACHMENT 4**  
**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 1* to this RFP.

***END OF EXHIBIT***

**ATTACHMENT 5  
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 6  
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 7  
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



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SECTION 6 TO BE COMPLETED BY COURT		
<b>6</b>	<b>Please choose from the JCC Vendor category below to help us expedite payment</b>	
<b>Vendor Category</b>	<input type="checkbox"/> ARBITRATOR <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> OTHER ( <i>description required</i> ) <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GRAND JURY <input type="checkbox"/> RENT <input type="checkbox"/> COURT APPT. COUNSEL <input type="checkbox"/> INTEREST PAYMENTS ONLY <input type="checkbox"/> DECEASED FINAL PAYMENT <input type="checkbox"/> COURT REPORTER <input type="checkbox"/> COURT INTERPRETER: ( <i>indicate language</i> ) <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> MEDIATOR <input type="checkbox"/> GARNISHMENT TRUSTEE                      PAYMENT TERMS	
<b>Court Contact</b>	COURT CONTACT NAME	PHONE NUMBER                      EMAIL
FOR JCC USE ONLY (Form updated 02/01/2013)		
Assigned Vendor Number		Assigned By:
Requirement to Complete Payee Data Record		
<i>A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California - Administrative Office of the Courts, Trial Court Administrative Services Division. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.</i>		
SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR		
<b>2</b>	Enter the payee's legal name. Sole proprietorships must also include the owner's full name. An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.	
<b>3</b>	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.	
<b>4</b>	<b>Are you a California resident or non-resident?</b> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident. Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a> For hearing impaired with TDD, call: 1-800-822-6268 Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>	
<b>5</b>	<b>This form must be signed.</b> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed. <b>Certification Instructions:</b> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and	

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tax withholdings may apply. See IRS website <http://www.irs.gov/businesses/international/index.html> for additional information.

**SECTION 6 TO BE FILLED OUT BY COURT**

**6**

Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. **Not including court contact information may delay processing the request.**

**Privacy Statement:** Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

***[END OF ATTACHMENT]***

**ATTACHMENT 9A  
DVBE DECLARATION**

**SECTION I. MUST BE COMPLETED BY ALL DVBEs**

Disabled Veteran Business Enterprise (DVBE) name: \_\_\_\_\_

DGS Supplier ID number: \_\_\_\_\_

**SECTION II. MUST BE COMPLETED BY ALL DVBEs**

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

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.
- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)

Principal Name: \_\_\_\_\_ Principal Phone: \_\_\_\_\_  
Principal Address: \_\_\_\_\_

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

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

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

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

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

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

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

<i>Printed name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner telephone number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner telephone number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

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

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

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

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## **BIDDER DECLARATION INSTRUCTIONS**

### **General Instructions**

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

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

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

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

### **Instructions for Section 1**

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

### **Instructions for Section 2**

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

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

### **Instructions for Section 3**

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

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

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

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

**ATTACHMENT 9B  
BIDDER DECLARATION**

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

**SECTION I. COMPLETE IF BIDDER IS A DVBE**

*If Bidder is not a DVBE, skip this section.*

1. DGS Supplier ID number: \_\_\_\_\_
2. DVBE Certification active from \_\_\_\_\_ to \_\_\_\_\_
3. Will Bidder subcontract any portion of the contract work to subcontractors? \_\_\_\_\_  
If yes:
  - A. State the percentage of the contract work Bidder will subcontract: \_\_\_\_\_
  - B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. The disabled veteran owners and managers of Bidder must complete and sign the DVBE Declaration (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

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

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

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

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**SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION IV. CERTIFICATION**

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

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

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## BIDDER DECLARATION INSTRUCTIONS

### General Instructions

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

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

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

### Instructions for Section I

*Skip this section if Bidder is not itself a DVBE.*

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

### Instructions for Section II

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

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

RFP Title: Shasta Courthouse Move

RFP No.: 2023-01

### Instructions for Section III

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

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

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

### Instructions for Section IV

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

**ATTACHMENT 10  
UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT  
AND HOUSING ACT CERTIFICATION**

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

**CERTIFICATIONS:**

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

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