



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Center for Families, Children and the Courts

DATE: October 22, 2004

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Proposals to provide representation to parties in juvenile dependency proceedings in the Superior Court of California, County of San Diego.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals ("RFP"):

Project Title: Representation in Juvenile Dependency Court Proceedings,
Superior Court of California, County of San Diego
RFP Number: CFCC 04-04

PROPOSAL DUE DATE: **Proposals must be received by 1 p.m. PST on January 14, 2005**

SUBMISSION OF PROPOSAL: Proposals should be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

BIDDERS CONFERENCE: **November 15, 2004**

CONTACT FOR FURTHER INFORMATION: **NAME:** Leah Wilson **TEL:** 415-865-7977 **FAX:** 415-865-7217 **E-MAIL:** leah.wilson@jud.ca.gov

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1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2 Center for Families, Children and the Courts

The Center for Families, Children & the Courts (CFCC) is dedicated to improving the quality of justice and services to meet the diverse needs of children, youth, families, and self-represented litigants in the California courts.

The CFCC has implemented the Dependency Representation Administration Funding and Training (DRAFT) pilot program to further the Judicial Council's goal of improving the quality of court-appointed counsel in juvenile dependency proceedings and maximizing the resources available for those services.

1.3 Key Events and Dates

The AOC has developed the following list of key events from Request-for-Proposal (RFP) issuance through contract start date. All deadlines are subject to change at the AOC's discretion.

Event	Date
Issue RFP	October 22, 2004
Mandatory Pre-Proposal Bidders' Conference at the Hall of Justice, 330 West Broadway, San Diego, Room 363 B	Monday, November 15, 2004, 2 – 5 p.m.
Proposal Due Date and Time	Friday, January 14, 2005 at 1 p.m. PST
Notice of Award (estimated)	March 1, 2005
Contractor to begin service	July 1, 2005

2.0 PURPOSE OF THIS RFP

The Superior Court of California, County of San Diego (Court) and the AOC seek to identify and retain a qualified service provider(s) to provide high quality, cost-effective representation for all parties in juvenile dependency proceedings. This RFP is the means for prospective service providers to submit their qualifications to the AOC and request selection as a service provider.

The AOC intends to award contract(s) for a 3-year period, with an option to renew on an annual basis thereafter.

Applicants may submit proposals detailing services for the representation of children only, parents, guardians and de facto parents only, or for the representation of all parties in juvenile dependency matters.

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

- Government agencies;
- Non-profit organizations;
- Private firms;
- Solo practitioners, including panel organizational configurations; and
- Any combination of the above.

Applicants may submit a proposal to provide services for Lot 1 only, Lot 2 only, Lot 3 only, or separate proposals for all three Lots, as described below:

- Lot 1 – Children’s representation, including a means to provide services for all levels of children’s conflict.
- Lot 2 – Parents, guardians, and de facto parent’s representation (collectively referred to as ‘parents’) representation, including a means to provide services for all levels of parents’ conflict.
- Lot 3 – Children’s and parents’ representation, including a means to provide services for all levels of conflicted children and conflicted parents.

Applicants who choose to submit proposals for both Lot 1 and Lot 2 must also submit a complete proposal for Lot 3, paying particular attention to issues of fiscal impacts (both savings or additional costs) and conflicts that might occur if the organization was awarded representation services for both children and parents.

If an applicant submits a proposal for all three Lots, they are acknowledging that they will accept an award for any of those Lots. If an applicant only submits a proposal for Lot 3, the applicant is acknowledging that they will only accept an award to provide representation to both children and parents, and will not accept an award to provide representation for Lot 1 or Lot 2.

3.0 SCOPE OF SERVICES (See Attachment C for Description of Scope of Services)

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

Responsive proposals should provide straightforward, concise information that satisfies the requirements noted below. Expensive bindings, color displays and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC's instructions, requirements of this RFP, and completeness and clarity of content.

The applicant must provide ten (10) copies of the proposal to the AOC. Each copy must be signed by an authorized representative of the service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative. Proposals shall be valid for 90 calendar days following the proposal's due date ("Proposal Validity End Date"). In the event a final contract has not been awarded by the Proposal Validity End Date, the AOC reserves the right to negotiate extensions to the validity period.

Proposals should be sent or delivered to the following address:

Ms. Nadine McFadden
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

Proposals must be received no later than the Proposal Due Date and Time specified in Section 1.3. Only written responses will be accepted. Applicants are encouraged to submit their proposal by certified or registered mail or deliver in person in order to ensure receipt by the AOC by the specified deadline. A receipt should be requested for hand-delivered mail.

Proposal Format

The proposal must be organized in the following format:

- 4.1 Title Page
- 4.2 Lot Check-Off Form and Letter of Introduction
- 4.3 Description of Services to be Provided
- 4.4 Competency and Experience Requirements (Including Resumes of Key Staff)
- 4.5 References
- 4.6 Cost Proposal and Budget
- 4.7 Acceptance of Proposal Conditions
- 4.8 Financial Statement and Contract
- 4.9 Proposed Contract Terms and Administrative Rules
- 4.10 Specified Exceptions to RFP Terms
- 4.11 Additional Information

Each of the above items must appear in order in the proposal and must cover information as specified below. The absence or inadequacy of such information may be grounds for disqualification.

4.1 Title Page

The title page will show the applicant's name, the proposal title, the Lot for which the proposal is being submitted, and the date submitted.

4.2 Lot Check-Off Form and Letter of Introduction

The applicant must state exactly on what he/she is bidding by completing a Lot Check-Off Form (provided in Appendix A). The Lot Check-Off Form is used to indicate the specific Lot addressed by the enclosed proposal (Question 1 on the form), as well as all other proposals being submitted under separate cover by the applicant (Question 2 on the form). In addition to the Lot Check-Off Form and within a one-page limit, the following must be included: applicant's name, address, email address, telephone, fax, social security number or federal tax identification number, and a statement as to whether the applicant is an individual, partnership, corporation, or public agency. If the response to the RFP is a joint venture or involves subcontracting, this must be so stated in the Letter of Introduction. The letter of introduction must name the person or persons who will be authorized to make representations for the applicant, their mailing and email address, telephone and fax numbers.

4.2.1 Signatures

Proposal must be signed by a duly authorized representative.

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

4.3 Description of Services to be Provided

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

A. Services

Provide a general description of the services to be provided to meet the Scope of Services' requirements for the selected Lot(s) covered by this proposal, as described in Attachment C, Sections II, III and IV.

B. Organization and Staffing Plan

For all provider types, this section of the proposal shall include information regarding the applicant's proposed organizational structure, including the following:

- A description of the business structure of the proposed representational model (e.g., public agency, private for-profit organizational representation, private non-profit organizational representation, solo practitioner, centrally administered panel, any combination of the preceding, etc.);
- Organization chart that outlines organizational divisions/units, if applicable;
- A staffing schedule using the Staffing Schedule Template provided in Appendix B listing all of the following:
 - Classification and full-time equivalent (FTE) or part-time status for each attorney position included in the proposal (i.e., if part-time, how much of the attorney's time will be dedicated to this contract);
 - Classification and FTE or part-time status of non-attorney staffing (i.e., if part-time, how much of each staff's time will be dedicated to this contract);
- Job descriptions for all employee classifications listed in the staffing schedule referenced above;
- A detailed description of the exact case duties assigned to all non-attorney staff positions included in the proposal, including the completion of the Task Assignment Template provided in Appendix C; and
- Proposed number of clients per attorney, including a separate indication of the caseloads of supervising attorneys (counting each child as a client, irrespective of sibling group affiliation).

In Lot 3 proposals, the applicant must clearly distinguish between the staffing plan and ratios for children's representation versus parents' representation.

C. Courtroom Coverage

Applicants must submit proposals to represent parties in the current arrangement of all dependency departments, as described in Attachment C, Scope Of Services To Be Provided By The Service Provider. Proposals must describe how courtrooms will be staffed so as to ensure adequate attorney availability at all times, including qualified substitution if necessary.

D. Supervision

The applicant must describe how they will supervise the work and work products to ensure quality and adequacy of dependency representation, including courtroom coverage, for both attorney and non-attorney staff and any independently contracted attorneys used by the contractor.

E. Conflicts

Proposals must include a detailed plan for identifying and handling conflict situations specific to representing children only, representing parents only, or representing all parties in dependency proceedings, pursuant to the criteria contained in Attachment C, Section VIII.

Proposals must describe how all potential levels of conflicts will be addressed, and must demonstrate the ability to provide representation for all levels of conflict, including procedures to avoid ethical conflicts while providing representation to more than one party in a dependency case. Proposals must describe how secondary conflicts will be identified and avoided.

Lot 3 proposals must clearly demonstrate how the unique conflict problems of a single organization providing representation to both children and parents will be addressed.

F. Reporting and Billing Requirements

Proposals must include a plan for maintaining statistical information required for reporting and billing purposes, including but not limited to the number of new cases opened by month, the number of cases disposed of by month, the number of open cases by month, and the caseload ratios per attorney. A sample AOC Monthly Invoice Documentation Form is provided in Appendix D.

4.4 Competency and Experience Requirements (Including Resumes of Key Staff)

A. Competency and Continuing Education

The applicant must describe how dependency counsel competency and continuing education requirements will be met, as provided in Chapter 3, Division 6 of the Court's Local Rules. This section of the proposal must address how the applicant intends to train and qualify new attorneys to handle cases, including the requirement to provide a mentor program for new attorneys. The applicant should also describe their plan for continuing education, as described in Local Rule 6.32, Minimum Standards of Education and Training. The San Diego Superior Court Local Rules may be found at <http://www.sandiego.courts.ca.gov/superior/online/crtrules.html>.

If the applicant is proposing to subcontract with one or more organizations to provide dependency representation, the applicant must describe how the competency and experience requirements of the Court will be met by that agency.

B. Resumes

Resumes must be included in this section for key staff (including all supervisory level staff) that describe their background and experience in conducting the proposed activities. If the applicant is proposing to subcontract with one or more organizations to provide dependency representation, key staff resumes for those agencies must also be included. Resumes for key attorney staff must demonstrate training and experience necessary to comply with San Diego Superior Court Local Rules, Division VI, Chapter 3 and California Rule of Court (CRC) 1438. The San Diego Superior Court Local Rules may be found at <http://www.sandiego.courts.ca.gov/superior/online/crtrules.html>. CRC 1438 may be found at <http://www.courtinfo.ca.gov/rules/titlefive/titlefive.pdf>.

4.5 References

Contact person and organization names, addresses, and telephone numbers must be provided from a minimum of five (5) references for whom the applicant has conducted similar services. Dates that services were provided must also be included. References may include judicial officers; attorneys who are familiar with the provider's dependency representation, including opposing counsel; and system partners such as the County's Health and Human Services Agency staff. The AOC or the Court may check references listed by the applicant. If the applicant is proposing to subcontract with one or more organizations to provide dependency representation, at least one reference must be submitted for each subcontractor.

4.6 Cost Proposal and Budget

A. Cost Proposal and Detailed Program Budget

The applicant must specify their total maximum cost to the AOC for the project on an annual basis, for a three-year period beginning July 1, 2005. Only annual contract bids will be accepted. Applicants must include a statement in this section of their proposal that their cost proposal is being submitted with clear understanding that it is final and shall not be exceeded.

The AOC agrees to re-negotiate the contract in the event the state legislature changes dependency statutes or trial court decisions are made that significantly impact workload requirements. The AOC and the Court will jointly determine whether or not it is appropriate to re-negotiate an existing contract because of increased workload requirements.

If the Court and the AOC exercise the option to renew the contract beyond the initial 3-year term, the total maximum cost to the AOC for each option year will be

negotiated between the parties a minimum of ninety (90) calendar days prior to the close of a given contract year.

Applicants must also provide in this section of the proposal a detailed line item annual budget for three years showing a roll-up to their total cost proposal for services.

A Budget Template is provided in Appendix E for completion by the applicant. This template includes the following line items:

- Personnel,
- Benefits,
- Additional Professional Services,
- Travel,
- Training,
- Insurance,
- Rent, and
- Overhead.

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

B. Budget Justification Narrative

All budgeted line items shown in the Budget Template must be explained in an accompanying narrative in this section of the proposal.

For Lot 3 applicants, if the applicant believes that there are certain economies of scale and hence savings to be realized through the provision of both children's and parents representation by a single organization (e.g., administrative or overhead savings), the applicant should describe those savings in their response to the Budget Narrative Section of the proposal.

C. Multiple Cost Proposals

Applicants are encouraged to submit multiple cost proposals in this section reflecting varying attorney caseload levels, along with an explanation of fiscal impacts and related additional or reduced staffing levels resulting from the attorney caseload levels identified in this section.

4.7 Acceptance of Proposal Conditions

By submitting a proposal, the applicant affirms and must state in this section of the proposal that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the AOC and the bidder:

1. The AOC and the Court may require whatever supporting documentation they deem necessary relative to the applicant's financial ability to complete the contract.
2. The AOC and the Court reserve the right to ask for further information from the applicant, either in writing or verbally; any such requests will be addressed to that person or persons authorized by the applicant to represent the applicant.
3. The AOC and the Court reserve the sole right to evaluate the applicant's personnel identified in the proposal.
4. The AOC and the Court may select an applicant from those submitting proposals. Said selection shall be made on the basis of the evaluation criteria set forth in this RFP. The AOC has no obligation to disclose the names of the evaluation panel members. The AOC and the Court reserve the right to reject any and all proposals.
5. When the applicant has been selected by the evaluation panel, the AOC and the applicant, in consultation with the Court, will negotiate a final contract based on the Contract Terms and Conditions in Attachment A.
6. The AOC and the Court may cancel this solicitation at any time up until the award of the contract, without any cost or obligation. In the event that agreement cannot be reached with the selected applicant, the AOC and the Court reserve the right to select an alternate applicant.
7. Conditions to be accepted if any work is subcontracted:
 - a. The applicant is the prime and responsible party for contracting and communicating the work to be performed and for channeling other information between the AOC and subcontractors;
 - b. All subcontractors are subject to the AOC and the Court's prior approval; and
 - c. Applicant shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The applicant assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.

4.8 Financial Statement and Contract

The proposal must include a statement that the applicant is financially capable of supporting the operation for 75 days prior to the first payment. The statement must describe how this will be accomplished. After receipt of a proper invoice, first payment for services will be forwarded to the successful vendor via U.S. mail, within 45 days after the first 30 days of service. Thereafter, the applicant may bill on a monthly basis; the AOC will pay valid invoices within 45 days of receipt.

4.9 Proposed Contract Terms and Administrative Rules

Contracts with successful parties will be signed by the parties on a State of California Standard Agreement form and will be based on the AOC's Contract Terms and

Conditions included as Attachment A and the Scope of Services included as Attachment C. Additional terms and conditions appropriate for this project may be included in the final agreement.

The proposal must include a statement as to whether the applicant accepts the terms and conditions set forth in Attachment A and the Scope of Services set forth in Attachment C, or whether the applicant takes any exceptions to those terms. The applicant will be deemed to have accepted such terms and conditions and service requirements, except as is expressly called out in the proposal. If exceptions are taken, applicant must submit a “redlined” version of the term or condition showing all proposed modifications. The applicant must provide an explanation as to why the modification is required.

Although the AOC will consider alternate language, the AOC will not be bound by contract language received as part of a proposal. If the applicant requires that the AOC be bound by some or all of the proposed contract language, the proposal may be considered non-responsive and may be rejected.

Incorporated in this RFP, and attached as Attachment B, is a document entitled “Administrative Rules Governing Requests for Proposals.” Applicants must follow these rules in preparation of their proposals.

4.10 Specified Exceptions to RFP terms

Within their quotations, applicants must identify any section of this RFP not already noted in Section 4.9 above to which they take exception. Applicants must identify the specific section, paragraph and reason for the exception. If the applicant does not expressly take exception in its proposal, the applicant will be deemed to have indicated his/her agreement.

If a vendor submitting a proposal believes that one or more of the solicitation document’s requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. Refer to Attachment B, Section C.2 for timelines and procedures.

4.11 Additional Information

Material and data not specifically requested for evaluation, but which the applicant believes are essential, must not appear in other proposed sections but may be included in this section. This information may be generalized narrative of a non-specific nature, or promotional material.

If there is no additional information the applicant wishes to present, this section will consist of the statement, “There is no additional data we wish to present.”

5.0 RIGHTS

The AOC and the Court reserve 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 AOC, the Court or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record subject to disclosure under the California Public Records Act. References to the Public Records Act are provided for convenience only and shall not imply that the Public Records Act applies to the AOC or the Court.

6.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

Leah Wilson
Center for Families, Children and the Courts
Administrative Office of the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3660
(415) 865-7977
(415) 865-7217 fax
leah.wilson@jud.ca.gov

All questions regarding any aspect of this RFP must be directed to the AOC's Project Manager using the mailing or email address provided above, and not to the Court.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC and the Court to determine the applicant's demonstrated ability to provide quality legal services to parties in dependency proceedings. The following evaluation criteria will be used, in order of descending priority:

1. Description of plan to provide comprehensive, high quality and timely services to all dependency departments of the Court, including adequate oversight of the quality of services provided by the applicant under this proposal.
2. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration.
3. Description of organizational structure and capacity to supervise and assist staff providing dependency representation and all related services.
4. Internal training, mentoring and continuing education program for new and ongoing staff.
5. Reasonableness of cost proposal.
6. Fiscal section of proposal that demonstrates:
 - Financial and management stability of bidder; and
 - Percentage of applicant's costs directly applied to attorney services, and to indirect costs.
7. A clear, concise, and complete program proposal.

8.0 ADDITIONAL REQUIREMENTS

All interested applicants are required to send a representative to the mandatory pre-proposal bidders' conference. After proposal submission, it may be necessary to interview prospective service providers to clarify aspects of their submittal. The AOC will notify prospective service providers regarding the interview arrangements.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts' policy is to follow the intent of the California Public Records Act (PRA). If an applicant's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal. References to the PRA are provided for convenience only and shall not imply that the PRA applies to the AOC or Court.

Sample Contract Terms and Conditions

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “**Contractor**” means the individual, association, partnership, firm, company, public agency, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “**Day**” means calendar day, unless otherwise specified.

- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work for which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (“AOC”). The State is one of the parties to this Agreement. The term “State” shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- P. **“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. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

- Q. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- S. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State’s satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Attachment A.

3. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

5. Termination Other Than for Cause

- A. In addition to termination for cause, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

6. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

7. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

8. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered to the Project Manager as follows:

Leah Wilson, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

- B. Notice to the Contractor shall be directed in writing to:

@Attn
@Address

9. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State and the Court agree to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

10. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must 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. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

11. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

12. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

13. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

14. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

15. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

16. Insurance Requirements

- A. The Contractor shall maintain in full force during the full term of the Agreement, insurance in the following amounts and coverage.

For all contractors:

- i. Commercial General Liability Insurance at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions, with limits not less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage.
- ii. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence combined single limit bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable.
- iii. Professional Liability Insurance: Malpractice, with aggregate limits not less than \$1,000,000.00.

For contractors that are employers:

- iv. Workers’ Compensation, with limits not less than the statutory requirement for the state of residency.
- v. Employers’ Liability, with limits not less than \$1,000,000.00 for each accident.

- B. The Contractor’s Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

- i. The State of California, its officers, officials, agents, and employees shall be endorsed as additional insured.
- ii. The policies shall be primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of this Agreement, and the insurance shall apply separately to each insured against whom a claim is made or a suit is brought.

- C. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting insurance for professional liability-malpractice, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through

policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- D. All of the Contractor's policies shall be endorsed to provide fifteen (15) days advance written notice to the State of cancellation, nonrenewal, and reduction in coverage, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Avenue, San Francisco, CA 94102.
- E. The Contractor shall provide the State with certificates of insurance satisfactory to the State evidencing all required coverages before the Contractor begins any work under this Agreement, and complete copies of each policy upon the State's request.
- F. Approval of the insurance by the State shall not relieve or decrease the Contractor's liability under this Agreement.
- G. If Contractor is a government agency, the insurance requirements set forth in this paragraph 16 may be satisfied through self-insurance, provided sufficiently detailed information about Contractor's self-insurance program has been submitted, and is satisfactory, to the State. This information should be provided in the Budget Justification as outlined in section 4.6 B of the RFP.

17. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

- C. The Contractor may withdraw from representation of the State in a specific matter, or any person represented on behalf of the State under the Agreement, in any county where it is held that the Contractor's representation of the State, or any person

represented on behalf of the State, constitutes a conflict of interest which would prevent the Contractor from appearing in the courts of such county on any matter.

18. Confidentiality

In the performance of the Work or services under this Agreement or contemplation of this Agreement, the Contractor may gain access to Confidential Information or other private information of the State, its personnel or constituents that if disclosed to third parties may be damaging to the State, its personnel or constituents. All Confidential Information or private information disclosed to the Contractor shall be held in confidence and used only in performance of this Agreement.

19. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

20. No Assignment

Without the written consent of the AOC and the Court, the Contractor shall not assign this Agreement in whole or in part.

21. Time of Essence

Time is of the essence in this Agreement.

22. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

23. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

24. Ownership of Results and Records

Any interest of the Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with services to be performed under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all of these materials within thirty (30) Days. However, nothing in this paragraph creates any right in any person or entity, other than the Contractor, to material covered by the attorney work-product doctrine.

25. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

26. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

27. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, §8355 through §8357.

28. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, §12990 et seq., and the applicable regulations promulgated under California Code of Regulations, Title 2, §7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, §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. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

29. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

30. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor’s services for the State without prior review and written permission by the State and the Court.

31. Public Contract Code References

References to the Public Contract Code are provided for Contractor’s convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor’s obligations under the particular contract provision in which such code section is referenced.

32. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

33. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

34. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

35. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

36. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

37. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 calendar days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions that prescribe the format and content of proposals.

B. Errors in Solicitation Document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC Project Manager with written notice (by mail, fax or email) of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions Regarding Solicitation Document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing (by mail, fax or email), conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.
2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily

precludes less costly or alternative solutions, the vendor may submit a written request (by mail, fax or email) that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to the AOC's Project Manager by November 29, 2004.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the AOC's Project Manager (by mail, fax or email) no later than three business days following the date the addendum was posted on the website.

E. Withdrawal and Resubmission/Modification of Proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing (by mail, fax or email) of its withdrawal. The vendor must sign the notice. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this 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 on the cover letter of this RFP.

F. Evaluation Process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's and Court's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. The Budget Template and the cost proposal will be checked only if a proposal is determined to be otherwise qualified. All figures entered must be clearly legible.

5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of Bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC 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 vendors if it is deemed in the AOC and Court's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California or the Court.

H. Award of Contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal meeting administrative requirements, technical requirements, an assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the AOC's Project Manager.

J. Execution of Contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken or protests made by a vendor may delay execution of a contract.
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest Procedure

1. The AOC intends to be completely open and fair to all vendors in selecting the best possible proposal pursuant to the evaluation criteria outlined in section 7.0 of the RFP. In applying evaluation criteria and making the selection, members of the Evaluation Team will exercise their best judgment. All applicants will be provided with a Notice of Intent to Award at least seven (7) calendar days prior to the date that action to award the contract will be taken.
2. Protests may only be filed by the vendor, and may be based only upon one or both of the following grounds:
 - a. The AOC failed to follow procedures and adhere to the requirements set forth in the solicitation, or any addendum thereto;
 - b. The applicant alleges misconduct or impropriety by the AOC or a member of the Evaluation Team.
3. A vendor who submitted a proposal and is qualified to protest should contact in writing by mail, fax or email, within two working days of receipt of the Notice of Intent to Award, Nadine McFadden at the AOC at the address given below, who will forward the protest to a Contract Specialist:

Nadine McFadden
Nadine.McFadden@jud.ca.gov
Project Manager
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660
(415) 865-4326 Fax

4. If the Contract Specialist is unable to resolve the protest to the vendor's satisfaction, the vendor shall file a written protest within five working days of notice that the protest is unresolved. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail, or delivered personally to:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material. Failure to comply with the protest procedures stated herein may result in rejection of the protest.

L. News Releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC and the Court.

M. Disposition of Proposal Materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor.

SCOPE OF SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

I. Juvenile Dependency Court Goals

The San Diego County Juvenile Dependency Court is the division of the Superior Court that has the responsibility for hearing cases involving children who have been abused and/or neglected. The legal actions in this Court are described in Welfare and Institutions Code §300 et seq.

As provided in the California Welfare and Institutions Code §300.2, the purpose of the juvenile court is:

“To provide maximum safety and protection for children who are currently being physically, sexually, or emotionally abused, being neglected, or being exploited, and to ensure the safety, protection, and physical and emotional well-being of children who are at risk of that harm. This safety, protection, and physical and emotional well-being may include provision of a full array of social and health services to help the child and family and to prevent repeat abuse of children. The focus shall be on the preservation and emotional well-being of the child.”

The mission of the Juvenile Dependency Court of the San Diego County Superior Court is to protect children, preserve families, and provide permanency for children while treating all with dignity and respecting diversity.

Acknowledging that Juvenile Dependency Court is a court of law and that all parties have certain due process rights based upon the Federal and State Constitutions and statutes, the Juvenile Dependency Court of San Diego County sets the following goals and takes steps to ensure that:

- Child safety shall be the primary consideration in all decisions within the juvenile dependency system.
- Families will encounter the same professionals throughout the time their case is before the Court.
- Children will experience a single stable placement within their community until a permanent home can be found.
- All children will have an identified permanent home within one year of removal from the home of their parent(s).
- All professionals will provide up-front services and interventions, using the court process as a last resort for the resolution of cases.
- All professionals will assist families who come in contact with the child welfare system to be able to solve their own problems.
- All professionals will resolve issues utilizing alternative dispute resolution techniques while keeping foremost the best interests of the child.

- All professionals will cooperate in immediately gathering information regarding family members, including medical, mental health and educational histories and other facts necessary to assist the child and family members.
- The Court will provide a fair, speedy, economical, and accessible forum for the resolution of matters involving child welfare.
- All children under court jurisdiction will have their medical, mental health and educational needs addressed by their caretakers and all professionals working in the child welfare system.
- Services provided to children and parents will take into consideration issues of diversity, including race, ethnicity, sex, age, sexual orientation, religion, and culture.

II. Attorney Performance Requirements

All attorneys are required to meet the Standards of Representation laid out in the San Diego Superior Court Rules, Division VI, Chapter 3, Rule 6.33. (http://www.sandiego.courts.ca.gov/superior/online/rules/div_vi_ch3.html) and must be prepared to meet the following performance standards:

A. Attorneys for children must be prepared to do the following, at a minimum:

1. Establish and maintain an attorney-client relationship with the child, using age-appropriate language:
 - a. Explain to child at first meeting the attorney's role, the nature of the attorney-client relationship, the nature of the proceedings and possible case outcomes;
 - b. Determine the child's interests and desires and advocate for those interests and desires;
 - c. Advise the child on a continuing basis of his or her legal rights; and
 - d. Advise the child on a continuing basis of his or her possible courses of action and the risks and benefits of each course of action.
2. Visit child clients in their placements prior to each statutory hearing, whenever possible and practicable:
 - a. Interview all children four (4) years of age or older unless it is impracticable; and
 - b. Interview the child's caretaker, particularly when the child is under four (4) years of age.
3. Conduct thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
4. Contact social workers and other professionals associated with their client's case, including CASA and school personnel, prior to each hearing;
5. Request services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan, including services related to IEPs, and attend meetings related to the child, as practicable;

6. Monitor compliance with court orders, including provision of and effectiveness of court-ordered services;
7. File pleadings, motions, responses, or objections as necessary to represent the child;
8. Prepare for and participate in all hearings:
 - a. Work to define trial issues and to settle contested issues;
 - b. Negotiate settlements, if appropriate;
 - c. Prepare trial briefs, if appropriate;
 - d. Take positions relevant to the child on legal issues before the Court;
 - e. Seek and advocate for appropriate services for the child;
 - f. Introduce and examine witnesses on behalf of the child;
 - g. Cross-examine other witnesses;
 - h. Evaluate the necessity and propriety of having the child present at a hearing;
 - i. Prepare the child to testify as a witness and leave the courtroom by:
 - (1) Protecting the child by making objections and ensuring that testimony will cause minimum harm to the child; and
 - (2) Ensuring that questions are developmentally and linguistically appropriate.
9. Prepare for and participate in 241.1 hearings with a goal of maintaining dependency jurisdiction wherever possible and appropriate;
10. Investigate the interests of the child beyond the scope of the juvenile proceeding and notify the Court of and, as appropriate, request authority from the Court to pursue issues on behalf of the child, administratively or judicially, following the procedure laid out in San Diego Superior Court Local Rules, Division VI, Chapter 5, Rule 6.50. (http://www.sandiego.courts.ca.gov/superior/online/rules/div_vi_ch5.html).

These interests may include:

 - a. school/special education issues;
 - b. mental health assessment and treatment (including psychotropic medications);
 - c. immigration;
 - d. personal injury; and
 - e. delinquency or status offender matters.
11. Determine if appeals and writs are appropriate and file if necessary;
12. Attend dependency trainings provided by the Court and the AOC:
 - Comply with education and training standards outlined in San Diego Superior Court Local Rules, Division VI, Chapter 3, Rule 6.32. (http://www.sandiego.courts.ca.gov/superior/online/rules/div_vi_ch3.html).
13. Accept appointment as guardian ad litem;
14. Advocate for adherence to mandated timelines; and
15. Arrange for qualified substitutive representation where necessary to avoid Court delay.

B. Attorneys for parents, guardians and de facto parents (parents) must be prepared to do the following, at a minimum:

1. Meet with, interview and counsel the parent, explain the parent's rights, the court system, the proceedings, the lawyer's role, rights of custodial and non-custodial parents and what to expect in the legal process;
2. Determine:
 - a. Both the agency and their client's version of the reason for removal;
 - b. Whether the agency made reasonable efforts to avoid removal of the child;
 - c. Parent's desired interest regarding placement, frequency of visits, and communication with his/her children;
 - d. Whether relatives or friends are available for placement;
 - e. Whether immediate services are warranted;
3. Conduct thorough, continuing, and independent investigations and interviews at all stages of the proceedings;
4. Contact social workers and other professionals associated with their client's case;
5. Obtain necessary authority for release of information;
6. Develop a theory and strategy of the case to implement at hearings;
7. Maintain client control;
8. Review reports with the client;
9. Negotiate settlements;
10. Participate in mediations and settlement conferences;
11. Advocate for court services (by Court order, if necessary) to meet the parent's needs, enable access to entitlements and ensure a comprehensive service plan;
12. Monitor implementation of the service plan;
13. File pleadings, motions, responses, or objections as necessary to represent the parent;
14. Prepare and participate in hearings, including:
 - a. Contact and interview the parent before each hearing;
 - b. Consult with client and determine whether s/he should testify:
 - (1) Prepare the parent to testify;
 - (2) Protect the client by making appropriate objections;
 - (3) Ensure that questions are appropriate (developmentally and linguistically);
15. Determine if appeals and writs are appropriate and file if necessary;
16. Attend dependency trainings provided by the Court and the AOC;

- Comply with education and training standards outlined in San Diego Superior Court Local Rules, Division VI, Chapter 3, Rule 6.32.
(http://www.sandiego.courts.ca.gov/superior/online/rules/div_vi_ch3.html).

17. Advocate for adherence to mandated timelines as appropriate; and

18. Arrange for qualified substitutive representation where necessary to avoid court delay.

III. Additional Activities Expected of the Provider

SARMS Hearings

The objective of the Juvenile Dependency Court's Substance Abuse Recovery Management System (SARMS) is to make alcohol and drug treatment immediately available to parents after they are assessed by a SARMS Recovery Specialist and determined to be in need of treatment. Both children's and parents' counsel participate in a SARMS hearing at 30 and 60 days after assignment to a treatment program. If necessary (e.g., parent is noncompliant with the substance abuse treatment plan), there may be additional hearings at 90 days, 120 days or later. About 75%-80% of all parents participate in SARMS.

Drug Court

For the 5%-10% of parents who need and voluntarily agree to participate in more intensive substance abuse treatment and monitoring, the court operates Dependency Drug Court. In this program, there are Drug Court team meetings every week for the first 90 days, once every two weeks for the next 90 days, and once a month for the last 90 days. A single designated parents' counsel and a single designated children's counsel currently participate as members of the Drug Court Team at these meetings, which last about 3 hours. There are three different Drug Court sessions/groups running concurrently, with one out of North County and two at the Meadow Lark facility).

Dual Jurisdiction Hearings

Whenever a child appears to come within the description of WIC 300 and WIC 601 or 602, the Probation Department and Health and Human Services (HHSA) must conduct a joint assessment to determine whether delinquency or dependency status will best serve the child and the protection of society, and then make a recommendation to the Court.

Dual Jurisdiction hearings are held once a week, only at Meadow Lark. The total number of Dual Jurisdiction cases is small, and the average calendar each week is no more than 10 cases. The child's current attorney(s) participates in these hearings. Until the appropriate status has been determined, the child's attorney(s) can and often do attend any other related hearings that may have been set for the child.

Systems Meetings

The Juvenile Dependency Court fosters collaboration among all agencies involved in the system. As a result, dependency attorneys or the administrator of the program for the representation of parties in dependency proceedings, or his or her designee, must participate in system meetings that are intended to improve services for children and families. These meetings include, for example:

- SARMS Meetings
- Policy Group Meetings
- Education Committee Meetings
- Rules Meetings

Additional meetings may be established, as changes in the law require.

IV. San Diego County Juvenile Court Facilities and Calendaring System

The Court hears juvenile dependency cases in the North County, South County, and East County courthouses, and at the Meadow Lark Juvenile Court facility. Currently, there are two full-time juvenile dependency courtrooms in North County, one full-time juvenile dependency courtroom each in South County and East County, and 6 dependency courtrooms with varying schedules at the Meadow Lark Juvenile Court (3 departments are full-time). Cases are heard daily in all facilities.

The Superior Court uses an independent calendaring system for dependency cases. Cases are assigned to a specific judicial officer for all purposes. Proposals should assume that all court locations will require staffing on a continuing basis. Hearing days, times, locations, and number of departments used for dependency matters are subject to change and are at the sole discretion of the Court.

Current Court Calendaring Process

Standard Dependency Calendar = Detentions, Readiness, Jurisdictions, Dispositions, Reviews, W&I 388 Modification Hearings, Restitution Hearings, Motion Hearings, Permanency Planning Hearings, Termination of Parental Rights, Prima Facie Hearings, Ex-Partes, Status Conferences, Rehearings, Guardianship Hearings, and Evidentiary Hearings

A. Central Division Juvenile Court (AM begins at 8:30 AM, PM begins at 1:30 PM)

- | | |
|-------------------------|--|
| Department 1: | Three-quarter time is devoted to a dependency-related calendar, and varies by day of the week. |
| Departments 2, 5 and 9: | Dependency-related calendars on a full-time basis |
| Department 3: | Dependency-related calendar one day per week (all day) |
| Department 10: | Dependency-related calendar one-half day per week |

B. North County Division Juvenile Court (AM begins at 8:30 AM, PM begins at 1:30 PM)

Departments N 09 and 10: Dependency-related calendars on a full-time basis

C. South County Division Juvenile Court (AM begins at 8:30 AM, PM begins at 1:30 PM)

Department S11: Dependency-related calendar on a full-time basis

D. East County Division Juvenile Court (AM begins at 8:30 AM, PM begins at 1:30 PM)

Department E18: Dependency-related calendar on a full-time basis

V. Background on Current Representation of Parties

Currently, the Court appoints the Public Defender (PD) to represent minors in dependency proceedings and appoints the Alternate Public Defender (APD) to represent parents and conflicted children in dependency proceedings. The APD office is organized into three units – the Primary Parent Office (PPO), which represents the first parent; the Conflicts Parent Office (CPO), which represents secondary parents/adults and some of the children referred by the PD due to conflicts; and the Independent Contract Office (ICO), which handles both parent and child conflict cases through a panel of attorneys managed under contract with the APD.

VI. Scope of Proposal and Objectives of the Request for Proposal

Effective July 1, 2005, it is the intent of the Court to transfer all dependency cases to the new provider(s), if new provider(s) are selected as the result of this RFP process. Newly selected provider(s) should be prepared to accept all dependency cases whether new or ongoing as of July 1, 2005. However, the Court reserves the right to delay transitioning exceptional cases to the new providers and may determine that in certain specified cases the currently appointed attorneys will not be immediately released from continuing representation if the Court determines, in its sound discretion, that transfer would jeopardize competent representation.

VII. Caseloads

The caseload assumptions to be made by an applicant in preparing a proposal should be based on the following two tables of statistical data:

Table 1 - Representation in Dependency Matters

Total Children ¹	6,800
PD Children	6,100
APD (conflicts) children	700
Parents ²	4,800
TOTAL	11,600

Note that approximately 6.5% of children are placed out-of-county, and an additional 7.0% are placed out-of-state.

¹ “Snapshot” of average number of children in dependency during 14-month period from August 2003 through September 2004. Source: Superior Court of California, County of San Diego, REJIS database, with slight upward adjustment to reflect numbers reported by Public Defender in its Proposed FY 2004-05 Budget Document.

² The AOC’s March 2003 survey of court-appointed dependency practitioners found that the number of parents represented is approximately 70% of the number of children represented.

Table 2: Juvenile Dependency Statistics (FY 2001/02 - FY 2003/2004)¹

Fiscal Year:	FY 01/02	FY 02/03	FY 03/04
A. No. of Juveniles Subject of Dependency Petitions:			
Original	2,281	2,286	2,043
Subsequent	21	24	7
Total Filings	2,302	2,310	2,050
B. Juvenile Cases Disposed of:			
1. Before Hearing			
Original	137	103	136
Subsequent	4	0	0
Total	141	103	136
2. After Hearing			
a. Uncontested			
Original	1,998	1,989	1,953
Subsequent	2	5	4
Total	2,000	1,994	1,957
b. Contested			
Original	332	322	394
Subsequent	0	0	2
Total	332	322	396
3. Disposition Total			
Original	2,467	2,414	2,483
Subsequent	6	5	6
Total Dispositions	2,473	2,419	2,489
C. Other Data			
1. Suppl. Pet. Hrgs (WI 777)			
Original	0	0	0
Subsequent	552	522	419
Total	552	522	419
2. Detention Hearings			
Original	3,434	3,249	3,185
Subsequent	0	0	0
Total	3,434	3,249	3,185
3. Annual Reviews			
Original	7,729	7,565	8,040
Subsequent	0	0	0
Total	7,729	7,565	8,040
4. Rehearing by Judge			
Original	31	9	25
Subsequent	0	0	0
Total	31	9	25

¹ Source: California Judicial Branch Statistical Information System, AOC 1A Report compilation

VIII. Conflicts

Applicants should refer to the following guidelines for handling conflict cases:

Separate offices or units within any proposed organizational structure should have:

- Separate clerical staff and investigators;
- Separate offices. Keys to each office should be distributed only to the attorneys and staff members who work in that office;
- Separate telephone numbers and telephone systems;
- Separate facsimile machines and photocopiers;
- Separate client files. Each office's files should be inaccessible to attorneys and employees of the other offices;
- Separate and secure computer systems;
- Separate letterhead, pleading paper, and business cards;
- At least one supervising attorney per office, with exclusive responsibility for (1) supervising and training the attorneys within his or her office (2) decisions regarding representation of clients and handling of cases, and (3) recommendations for firing, salary adjustments, and working conditions; and

The separate offices within the organization may share:

- Funding source(s);
- An administrative unit with responsibility for budgeting, personnel, payroll, procurement of office supplies and equipment, office maintenance, and ensuring that all groups are of comparable quality (with no access to confidential information and no role in handling cases);
- A law library;
- Form and brief banks; and
- Supply room.

IX. Reporting and Billing Requirements

The service provider will be required to maintain and report to the AOC and Court statistical information regarding dependency representation including but not limited to the number of new cases opened by month, the number of cases disposed of by month, the number of open cases by month, and the time spent by case, by month. This reporting requirement will be built into the billing mechanism. Sample monthly Invoice Documentation forms are included as Appendix D.

Reporting requirements are subject to change, and the AOC may require the service provider to provide additional statistical and financial information.

The service provider will be required to submit invoices on standard billing forms provided by the AOC. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.