



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
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RONALD M. GEORGE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

STEPHEN NASH
Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: July 23, 2007

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
CREATION OF SUMMARIES OF ALL EXISTING CALIFORNIA CASE
LAW RELATED TO JUVENILE DEPENDENCY LAW AND PRACTICE
DECIDED BETWEEN THE PERIOD JANUARY 1, 1988 AND AUGUST 31,
2007

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals
("RFP"), as posted at <http://www.courtinfo.ca.gov/reference/rfp/> :

Project Title: California Juvenile Dependency Case Law Summaries

RFP Number: CFCC-0707-RB

PROPOSAL DUE DATE: 1:00 p.m., August 6, 2007—See Section 1.3 for additional key dates

SUBMISSION OF PROPOSALS: Proposals must be delivered to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP #CFCC-0707-RB
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the 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 AOC is the staff agency for the council and assists both it and its chair in performing their duties.

1.2 Center for Families, Children and the Courts

The Center for Families, Children and 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 specifically implemented several projects designed to further the Judicial Council's goal of improving the quality of court-appointed parents and minors counsel (dependency attorneys) in juvenile dependency proceedings.

The CFCC has received grant funding from the State Office of Emergency Services to purchase a pre-existing interactive website for dependency attorneys, juvenile court judicial officers and social workers. Funding for this Request For Proposal may include funds from sources other than the grant.

1.3 Key Events and Dates

1.3.1 The AOC has developed the following list of key events, running from RFP issuance through contract start date. All key dates are subject to change at the discretion of the AOC.

EVENT	Date
Issue RFP	7-23-07
Deadline for Proposer's Requests for Clarifications or Modifications	7-30-07 5:00 p.m.
AOC Posts Clarification/Modification Response (estimated)	7-31-07
Proposal Due Date and Time	8-6-07 1:00 p.m.

EVENT	Date
Notice of Intent to Award (estimated)	8-8-07
Execution of Contract (estimated)	8-10-07

- 1.3.2 The RFP and any addenda that may be issued will be available on the following Web site:

<http://www.courtinfo.ca.gov/reference/rfp/> (“Courtinfo Web site”)

- 1.3.3 Proposal Submittal Address:

Nadine McFadden
RFP# CFCC-0707-RB
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

1.4 Request for Clarifications or Modifications

- 1.4.1 Vendors interested in responding to the solicitation may submit questions by e-mail only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Attachment A, to the Solicitations mailbox referenced below. If the vendor is requesting a change, the request must state the recommended change and the vendor’s reasons for proposing the change.

Solicitations mailbox: solicitations@jud.ca.gov

- 1.4.2 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified in Section 1.3.1, Key Events and Dates. Questions or requests submitted after the due date will not be answered.
- 1.4.3 All e-mail submissions sent to the Solicitations mailbox **MUST** contain the RFP number and other appropriate identifying information in the e-mail subject line. In the body of the e-mail message, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying

information in the e-mail subject line may result in the AOC's taking no action on a vendor's e-mail submission.

- 1.4.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of both the questions and the AOC's responses on the Courtinfo Web site.
- 1.4.5 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, 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 so notified.

2.0 PURPOSE OF THIS RFP

2.1 Project Narrative

- 2.1.1 The AOC seeks the services of an attorney, an informal partnership or group of private attorneys, a law firm or a non-profit organization, with significant expertise in California's child welfare law, to develop a comprehensive set of summaries of California's published juvenile dependency case law decisions. For the purposes of this RFP, juvenile dependency case law decisions are those California Courts of Appeal and California Supreme Court decisions, decided between January 1, 1988 and August 31, 2007, arising from a dependency petition filed under Welfare and Institutions Code §300.
- 2.1.2 The case law summaries will be posted on a website currently being developed by CFCC staff, for use by court-appointed parents and children's counsel, county counsel, social workers and juvenile court judicial officers.
- 2.1.3 The case law summaries will be created using the template provided in Attachment D.
- 2.1.4 Refer to Section 4.0 for a timeline of specific deliverables and milestones as well as a list of specific items required for a responsive proposal. If the bidder's timeline to complete all work goes past August 31, 2007, one of the deliverable due dates must be August 31, 2007 and must reference all

work completed up through August 31, 2007. This invoice must be delivered to the AOC by no later than September 4, 2007.

3.0 SCOPE OF SERVICES

The AOC project director will be responsible for the high-level management of the project, including the review and approval of the case summaries as submitted according to the schedule in 3.3 below. The AOC project manager will be responsible for the day-to-day management of the project and will assist the AOC project director in the review and approval of the services and deliverables performed by the winning bidder.

3.1 Case Summary Consultant Project Deliverables

Project Deliverables include:

3.1.1 Identification of Total Number of Cases to be Summarized

- A list of cases, including case name, court and date, will be provided to the project director in a Microsoft Excel template to be provided to selected vendor by the AOC.

3.1.2 Case Law Summaries: 1988-2000

3.1.3 Case Law Summaries: 2000-2007

3.2 Working Environment

The contractor will work off site for the majority of the project; however, the contractor may need to attend meetings in the San Francisco office of the AOC.

3.3 Deliverables Schedule

Because of the unique nature of the work being solicited via this RFP, vendors are asked to propose a deliverables schedule to the AOC as part of bid submission.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

A proposal in response to this RFP **must** contain all the following elements, to be considered complete:

- 4.1 Responses to each of the sections detailed in 4.4 to 4.10, which are:
 - Contact Information
 - Sample Case Summaries
 - Resume of Relevant Work History
 - Proposed Project Timeline
 - Statement of Availability
 - References
 - Cost Proposal
- 4.2 One (1) original and five (5) duplicate hard copies of the complete proposal signed by an authorized representative of the company or service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative.
 - 4.2.1 In addition to the 6 hard copies mentioned above, please remit an electronic version of the proposal on CD.
- 4.3 *Note: 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 state's instructions, requirements of this RFP, and completeness and clarity of content.*

The proposal must be organized into the following major sections:

- 4.4 *Contact Information*

Respondent/company name, type of business (e.g. solo practitioner, informal partnership or group of private attorneys, law firm or non-profit organization) address, telephone and fax numbers, and social security number or federal tax identification number.
- 4.5 *Sample Case Summaries*

Summaries of the following three cases should be submitted:

 - a) In re: Malinda S. (1990) 51 Cal.3d 368
 - b) In re: Janet T. (2001) 93 Cal.App.4th 377
 - c) In re: Autumn H. (1994) 27 Cal.App.4th 567

The Summary Format provided in Attachment D should be used for creation of these summaries.

4.6 *Resume of Relevant Work Experience*

A resume describing the background and experience of key staff who will work on this project.

4.7 *Proposed Project Timeline*

A project timeline including proposed due dates for each of the three project deliverables described in sections 3.1.1., 3.1.2. and 3.1.3.

4.8 *Statement of Availability*

A list of existing professional time commitments or other professional consulting contracts occurring within the proposed project time frame.

4.9 *References*

Names, addresses, and telephone numbers of a minimum of 5 clients for whom the consultant has conducted similar services. The AOC may check such references.

4.10 *Cost Proposal*

Using the forms in Attachment C, submit a detailed line item budget showing total cost of the services. Fully explain and justify all budget line items in a narrative titled "Budget Justification."

5.0 RIGHTS

The AOC 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 AOC 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.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

6.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

- a. Quality of case summaries submitted

- b. Credentials of staff to be assigned to the project
- c. Proposed project timeline
- c. Experience on similar assignments, as demonstrated in the Resume of Relevant Work Experience
- d. Reasonableness of cost proposal

7.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment A.

Incorporated in this RFP, and attached as Attachment B, is a document entitled "Administrative Rules Governing Requests for Proposals." Consultants must follow these rules in preparing their proposals.

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 a vendor'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. But 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 whether its confidential or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify 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.

2. 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.

3. 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.

4. No Assignment

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

5. Time of Essence

Time is of the essence in this Agreement.

6. 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.

7. 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.

END OF EXHIBIT A

EXHIBIT B SPECIAL PROVISIONS

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: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. “**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.
- E. 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**.”
- F. “**Contract Amount**” means the total amount of the Grant encumbered under this Agreement for any reimbursement by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.

- G. The “**Court**” or “**Contractor**” refers to the Superior Court of the State of California identified on the fully executed State Standard Agreement as contracting with the State.
- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**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.
- K. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for 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.
- L. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- M. “**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.
- N. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”). The AOC is funding the Grant to the Contractor via this Agreement.
- 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, subconsultants, suppliers, and materialmen.
- Q. “**Suspend Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this Exhibit B.
- R. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- S. “**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.
- T. “**Work**” or “**Work to be Performed**” 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 Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, 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.

4. 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 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, upon written Notice to the Contractor, terminate this Agreement in whole or in part. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount appropriated. 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 of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

5. Suspend Work

- A. The State may, at any time by written Notice as a Suspend Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) days after the Suspend Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the 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 Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.

- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Contract Amount, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Suspend Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Suspend Work Order is not canceled and the Work covered by the Suspend Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Suspend Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Suspend Work Order issued under this provision.

6. Deficient Performance

Should the State find the Contractor or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Contractor shall submit a proposed corrective action plan to the State. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) Days after notification of the deficiencies. Should the Contractor fail to present a corrective action plan as required or take appropriate corrective action, the State shall notify the Contractor in writing that this Agreement is terminated, in whole or in part.

7. Agreement Administration/Communication

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

Judicial Council of California
Administrative Office of the Courts
TBD, Court Services Analyst
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

TBD

8. 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.

9. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for reimbursement, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time.
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Program Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Program Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 of Exhibit F, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the Project Manager shall submit to the Contractor a written rejection using Attachment 1, Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

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. Solicitation

No employee of the applicant agency, the Contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

12. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, No Assignment, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations, when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this

Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

- B. The Contractor shall provide the Project Manager with copies of any memoranda of understanding, subcontracts, purchase orders, lease/rental agreements or any other Program related agreements, as requested.

13. Accounting System Requirement

- A. The Contractor shall establish and maintain an adequate system of accounting, financial records and internal controls to accurately account for funds received and disbursed in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual. The accounting system and financial records must reflect total Program cost, including State funds and any other fund sources included under this Agreement.
- B. The Contractor and Subcontractors will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 Code of Federal Regulations (CFR) 18.20.

14. 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 four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to adequately protect such Data against fire or other damage. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Right to Audit

- A. The Contractor shall permit all Data and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:

- i. The Administrative Office of the Courts; and
- ii. Any state or federal government auditing agency.

B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

16. Confidentiality

All financial, statistical, personnel, technical, and other Confidential Information relating to the State's operation that are designated confidential by the State and are disclosed to the Contractor shall be protected by the Contractor from unauthorized use and disclosure.

17. 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. The State review shall be completed within thirty (30) days of submission to the Program Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

18. Copyrights

A. The state awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, in accordance with 41 CFR 105-71.134:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

B. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of OMB Circular A-110, paragraph 34(g).

19. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State or the federal government, as

applicable. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

20. Insurance Requirements

The Contractor shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below in accordance with Trial Court Financial Policies and Procedures No. FIN 7.01:

- A. Subcontractors providing services to the Contractor shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Contractor as an additional insured. The Contractor must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Contractor, prior to the beginning of any Work.
- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Contractor. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
 - i. Workers Compensation and Employer's Liability.
 - ii. Commercial General Liability including property damage and bodily injury.
 - iii. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
 - iv. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

21. Drug-Free Workplace

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

22. 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:

- i. use of an official position with the government for private gain;
 - ii. preferential treatment to any particular person associated with this Agreement or the Work of this Agreement;
 - iii. loss of independence or impartiality;
 - iv. a decision made outside official channels; or
 - v. 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.

23. 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.

24. Nondiscrimination Clause

- A. State requirements: During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status, and denial of family care leave. Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), 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 hereof as if set forth in full. Contractor and 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.

- B. Federal requirements: In addition to State non-discrimination requirements, Grantee, Subgrantee, Contractor, and Subcontractor will comply with all federal statutes and implementing regulations relating to nondiscrimination. Federal nondiscrimination statutes include but are not limited to:
- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin and 49 CFR Part 21;
 - ii. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps; Americans with Disabilities Act of 1990 42 USC §§ 12101 *et seq.* and implementing regulations, relating to nondiscrimination on the basis of disability, 29 CFR Parts 160, 1602 (Title I, EEOC), 28 CFR Part 35 (Title II, Department of Justice) 49 CFR Parts 27, 37, 38 (Title II, III, Department of Transportation) 28 CFR Part 36 (Title III, Department of Justice), 47 CFR §§ 64.601 *et seq.* (Title IV, FCC), and 49 CFR Part 27;
 - iv. the Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107, which prohibits discrimination on the basis of age;
 - v. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - vi. the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91- 616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism;
 - vii. Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of house;
 - ix. any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - x. the requirements of any other nondiscrimination statute(s) which may apply to the application.
- C. The Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform Work under the Agreement.

25. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs,

Equal Employment Opportunity, Department of Labor.” (Reference: OMB Circular A-110, Appendix A—reference applies to Clauses 31 through 37)

26. California Law

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

27. California Code References

References to the Public Contract Code (PCC), Government Code (GC), or California Code of Regulations (CCR) are provided for Contract’s convenience only and shall not imply that the either the PCC, GC, or CCR 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.

28. 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.

29. 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.

30. Signature Authority

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

31. Approval

This Agreement is of no force or effect until signed by both parties.

32. Disputes

The Contractor shall continue with the responsibilities under this Agreement during any dispute.

33. 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.

34. 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 officer of the State.

END OF EXHIBIT B

EXHIBIT C
PAYMENT PROVISIONS

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and for allowable expenses, shall not exceed the Contract Amount of \$ TBD , as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's proposal and price does not: (i) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Payment for Contract Work

- A. For performing the Work of this Agreement, the State shall pay the Contractor the firm fixed amount for each task, not to exceed \$ TBD for all tasks, which does not include allowable expenses, as addressed in this Exhibit's provision 4, Compensation for Allowable Expenses, below.
- B. The State will make payments to the Contractor, upon the Contractor's completion and the State's Acceptance of all the Deliverables of each task, as further set forth in Exhibit D, Work to be Performed:

Table 1: Firm Fixed Amounts by Deliverable

Deliverable Number	Deliverable Description	Not To Exceed Amount
	<u>TBD</u>	
C.	With the exception of certain expenses, in accordance with this Exhibit's provision 3, Compensation for Allowable Expenses, below, each payment set forth in Table 1, above, shall be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for providing the Work for the State.	
D.	The Contractor shall not charge nor shall the State pay any overtime rate.	
E.	The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.	
3.	<u>Compensation for Allowable Expenses</u>	
A.	The State will reimburse the Contractor for allowable expenses, as set forth in this provision. These expenses are not included in the firm fixed price amount set forth in provision 2, Payment for Contract Work.	
B.	The State shall reimburse the Contractor for allowable administrative and operating expenses, as follows:	
i.	The State shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, provided that the Project Manager approves them. These expenses may include communication, clerical assistance, graphics, production, duplicating, and reasonable costs.	
ii.	The total actual amount which the State may reimburse the Contractor for allowable administrative and operating expenses, pursuant to this provision, shall not exceed <u>\$ TBD </u> .	
C.	The State shall reimburse the Contractor for allowable transportation, meals, and lodging expenses, as follows:	
i.	The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.	
ii.	The Contractor shall submit a written travel plan to the Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to	

incur and the estimated costs. Prior approval of the travel plan is required.

- iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for reasonable actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day, plus tax and energy surcharge, when applicable, or \$140.00 per Day, plus tax and energy surcharge, when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.
- v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to \$0.485 (forty-eight and one-half) cents per mile.
- vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- vii. The total actual amount which the State may reimburse the Contractor for allowable transportation, meals, and lodging expenses, pursuant to this provision, shall not exceed \$ TBD.

D. The total amount which the State may reimburse the Contractor for allowable expenses, as set forth in this provision, shall not exceed \$ TBD.

4. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, markups, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any unallowable administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

6. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

7. Method of Payment

- A. The Contractor shall submit an invoice for Work provided, upon completion and Acceptance of each task, and approval of allowable expenses, in accordance with the provisions of this Agreement. The Contractor may bill for Work completed and the State will make payments upon Acceptance of the Work, in accordance with Table 1 of this Exhibit; however, in no event shall the Contractor bill the State more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
 - i. The Contract number;
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. The taxpayer identification (Contractor's social security number);
 - v. A description of the completed Work, including services rendered, Task(s) performed, Deliverable(s) made, and/or expenses incurred, as appropriate;
 - vi. The dates Work was performed or expenses were incurred;
 - vii. The contractual charges, including the appropriate pricing allowable under this Contract; and,
 - viii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
- D. Invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

8. Payment Does Not Imply Acceptance of Work

The granting of any progress payment by the State as provided in this Agreement shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

9. Deadline for Final Invoice

In order to comply with the requirements of the Grant, the State requires that Work must be completed and the Contractor's final invoice must be received by AOC's Accounts Payable no later than July 30, 2008.

10. Disallowance

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

END OF EXHIBIT C

**EXHIBIT D
WORK TO BE PERFORMED**

1. Scope of Work

The Contractor shall complete the Deliverables by the estimated due set forth in Table 1 below:

Table 1: Description of Deliverables and Due Dates

Deliverable Number	Deliverable Description	Estimated Due Date
1	<u>TBD</u>	
2	<u>TBD</u>	

2. Contractor’s Responsibilities

- A. The Contractor’s Project Manager will have the following responsibilities under this Contract:
- i. Responsible for the end results and for day-to-day Project management;
 - ii. Serves as the Contractor’s primary contact;
 - iii. Works closely with AOC Project Manager;
 - iv. Provides on-going status reports to AOC management;
 - v. Manages, prepares, and refines the Contract’s end results;
 - vi. Proactively assists with resolution of issues with any aspect of the Work;
 - vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
 - viii. Works with Project Manager to manage and coordinate work and knowledge transfer; and
 - ix. Responsible for management of Project budget within constraints of Work requirements.

3. AOC Responsibilities

- B. The State’s Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

END OF EXHIBIT D

**EXHIBIT E
CONTRACTOR’S KEY PERSONNEL’S RESUMES**

ATTACH KEY PERSONNEL RESUME’S HERE

END OF EXHIBIT

**EXHIBIT F
FORMS**

Attached to this Exhibit are the following forms:

<u>Form</u>	<u>Title</u>
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Attachment 1
Attachment 2

Acceptance and Sign-off Form
Confidentiality and Proprietary Information Agreement

END OF EXHIBIT F

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor: _____

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT F ATTACHMENT 1

EXHIBIT G
CERTIFICATIONS AND ASSURANCES

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 8103). (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on a proposed agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the agreement.
- D. Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor, or Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor, or

Subcontractor within the immediately preceding two-year period because of contractor's failure to comply with an order of a federal court which orders Grantee, Subgrantee, Contractor, or Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. CONFLICT OF INTEREST

Contractor, or Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Contractor, or Subcontractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (PCC 10410)

- i. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

B. Former State Employees (PCC 10411)

- i. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- ii. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

C. If Grantee, Subgrantee, Contractor, or Subcontractor violates any provisions of above paragraphs, such action by Grantee, Subgrantee, Contractor, or Subcontractor shall render this agreement void. (PCC 10420)

D. Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

5. LABOR CODE/WORKERS' COMPENSATION

Contractor, or Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and Grantee, Subgrantee, Contractor, or Subcontractor affirms to comply with such provisions before commencing the performance of the work of the agreement. (Labor Code Section 3700)

6. AMERICANS WITH DISABILITIES ACT

Contractor, or Subcontractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

END OF EXHIBIT G

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

1.0 General

- 1.1 This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for sixty (60) days following the deadline for its submission.
- 1.2 In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

2.0 Proposal Submission

- 2.1 Provide an original and five (5) printed copies of the proposal, signed by an authorized representative of the vendor, and including name, title, address, and telephone number of one individual who is the vendor's designated representative.
- 2.2 Provide one set of the proposal in its entirety on a compact disk (CD) labeled with vendor name and RFP number.
- 2.3 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the due date and time that are marked properly will be securely kept, unopened until the due date and time. Proposals received after the due date and time will not be considered.
- 2.4 The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the due date and time, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 2.5 Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.

- 2.6 Submittal of proposals addressed to anyone other than the person named in Submission of Proposals on the cover sheet of this RFP may result in the rejection of proposal as being non-responsive.

3.0 Communications with AOC Regarding the RFP

Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, vendors shall use the “Solicitations Mailbox,” identified on the cover memo of this Request for Proposals (solicitations@jud.ca.gov), for any communications with the AOC regarding the RFP. Vendors must include the RFP Number in subject line of any communication.

4.0 Questions Regarding the RFP

- 4.1 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 via email to the Solicitation Mailbox, identified on the cover memo of this RFP, 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.
- 4.2 Vendors interested in responding to the solicitation may submit questions via email to the Solicitation Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, set forth on the RFP cover memo. If the vendor is requesting a change, the request must set forth the recommended change and the vendor’s reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC’s responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

5.0 Errors in the RFP

- 5.1 If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. 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 to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>)

- 5.2 If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

6.0 Addenda

- 6.1 The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the Courtinfo website <http://www.courtinfo.ca.gov/reference/rfp/>. It is each vendor's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 6.2 If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP (solicitations@jud.ca.gov), no later than one (1) day following issuance of the addendum.

7.0 Withdrawal and resubmission/modification of proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. 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 coversheet of this RFP.

8.0 Errors in the Proposal

If errors are found in a proposal, the AOC may reject the proposal; however, AOC 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 vendor (if selected for the award of the agreement), the vendor 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.

9.0 Rights to Reject or Award Proposals

- 9.1 The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. 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'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.
- 9.2 In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves 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 or the State of California responsible for the cost of preparing the proposal. One (1) copy of a submitted proposal will be retained for official files and becomes a public record.
- 9.3 Vendors are specifically directed NOT to contact any AOC or its personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the vendor's proposal.

10.0 Evaluation process

- 10.1 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- 10.2 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 proposal to be rejected.
- 10.3 Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
- 10.4 Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.

- 10.5 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 non-responsive.

11.0 Protest procedure

11.1 General

Failure of a vendor to comply with the protest procedures set forth in this Section J, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

11.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment 1 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

11.3 After Notice of Intent to Award/Not to Award

A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers competitive cost/pricing; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

11.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, vendor, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

11.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

11.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

11.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

- a. Name, vendor, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. Copy of the Contracting Officer's decision;
- c. Legal and factual basis for the appeal; and
- d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

11.8 Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

12.0 Disposition of materials

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.

13.0 Payment

- 13.1 Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
- 13.2 **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. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

14.0 Award and Execution of Agreement

- 14.1 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.
- 14.2 The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost/pricing.
- 14.3 The AOC will make a reasonable effort to execute any contract based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
- 14.4 A vendor submitting a proposal must be prepared to use the attached Contract Terms rather than its own contract form.
- 14.5 Upon award of the agreement, the agreement shall be signed by the vendor(s) in two (2) original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form or prior to end of June if award is to encumber funds prior to fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

15.0 Failure to Execute the Agreement

Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

16.0 Decision

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 Solicitations Mailbox (solicitations@jud.ca.gov).

17.0 News releases

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

Pricing Form #1, Pricing Recap - Proposal

Transfer the totals from Pricing Form #s 2, 4, and 5 to the table below.

Description	Amount
Labor (from Pricing Form #2)	
Administrative, Operating, and Incidental Expenses (from Pricing Form #4)	
Travel (from Pricing Form #5)	
Total Not To Exceed Amount	

Pricing Form #2, Pricing Recap - Labor

In the table below, list each Deliverable, completion date, total hours and extended amount. For each deliverable, transfer the total number of billable hours and the not to exceed amounts from Pricing Form #3.

Deliverables	Deliverable Due Date / Completion Date	Total Hours	Extended Amount
1. <i>Deliverable Description</i>	August 31, 2007		
2. <i>Deliverable Description</i>			
3. <i>Deliverable Description</i>			

Pricing Form #3, Pricing Details - Labor

Instructions: 1) Use the format below for each deliverable item that corresponds with the deliverable items and descriptions in Pricing Form #2 above. 2) Provide the name(s) of the person(s) providing the work, number of hours each person will work on the deliverable, each person’s hourly rate, the extended amount for each person. 3) Transfer the Subtotal Hours and Amount from each deliverable item to Pricing Form #2 above.

Deliverable	Names	Hourly Rates	Estimated Maximum Number of Hours	Extended Amount
1	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 1				
2	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 2				
3	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
	<i>Name (Add more lines if necessary)</i>	<i>Rate</i>	<i>Hours</i>	<i>Amount</i>
Sub Total Deliverable 3				

Pricing Form #4, Pricing Details – Administrative, Operating, and Incidental Expenses

List estimated maximum administrative, operating, and incidental expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Expense	Assumptions	Amount
Total Administrative, Operating, and Incidental Expenses		<i>Total Amount</i>

Pricing Form #5, Pricing Details – Travel Expenses

List estimated maximum travel expenses and provide assumptions for each expense. Transfer the total amount to Pricing Form #1.

Expense	Assumptions	Amount
Total Administrative, Operating, and Incidental Expenses		<i>Total Amount</i>

Summary Template #1

- I. Case Name/Citation
- II. Sentence Summarizing Key Holding(s) of the Case
- III. Summary of Facts or Law Which Support the Holding

Sample #1

In Re Jonique W. (1994) 26 Cal.App.4th 685

De facto parent has standing to participate as a party in a 387 proceeding seeking to remove the children from her care and to defend against the allegations about her conduct.

The Court reversed the lower court's order denying the de facto parent the ability to present evidence and otherwise participate as a full party to a contested hearing. Although the social study was admissible proof in the dependency proceeding, the court does not have carte blanche to accept it in lieu of all other evidence, nor does it leave the parties helpless to challenge the contents of the report. The report should be subjected to adversarial testing.