



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: November 18, 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 Stanislaus.

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 Stanislaus
RFP Number: CFCC 04-05

PROPOSAL DUE DATE: **Proposals must be received by 1 p.m. PST on January 7, 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: December 7, 2004

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

Table of Contents

Request for ProposalsPage 1

Sample Contract Terms and ConditionsAttachment A

Administrative Rules Governing Requests for Proposals.....Attachment B

Scope of Services to be Provided.....Attachment C

Sample Invoice Documentation Forms.....Appendix A

Budget Template.....Appendix B

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	November 18, 2004
Pre-Proposal Bidders' Conference Stanislaus County Superior Court 800 11th Street, Modesto District Attorney's Conference Room 22	Tuesday, December 7, 2004, 12:00 – 2:00 p.m.
Proposal Due Date and Time	Friday, January 7, 2005 at 1 p.m. PST
Notice of Award (estimated)	January 14, 2005
Contractor to begin service	February 1, 2005

2.0 PURPOSE OF THIS RFP

The Superior Court of California, County of Stanislaus (Court) and the AOC seek to identify and retain qualified service providers 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 the period from February 1, 2005 through June 30, 2007, with an option to renew on an annual basis thereafter.

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.

Proposal may comprise annual contract or hourly rate bids.

Applicants may submit a proposal to provide any of the following levels of service described below:

- Type 1: Full-time representation of both parents and children;
- Type 2: Full-time representation of parents only;
- Type 3: Full-time representation of children only;
- Type 4: Part-time representation of both parents and children;
- Type 5: Part-time representation of parents only; and/or
- Type 6: Part-time representation of children only.

Please note that solo practitioners who wish to be available to the Court for appointment in dependency cases, but who do not anticipate accepting more than ten (10) new appointments per year, are not required to submit a proposal. The court will continue to maintain a small panel to provide services for cases not handled by contract providers. While proposal submission requirements do not apply to attorneys planning on taking ten or fewer new appointments annually, please note that all attorneys, including those on a court-maintained panel, will be required to submit invoices for dependency counsel services to the AOC for payment, using standard invoice forms.

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 seven (7) 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 must 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.

The AOC may contact applicants with follow-up questions to their proposals. Responses to those questions are required, and will be considered part of the proposal.

Proposal Format

The proposal must be organized in the following format:

- 4.1 Title Page
- 4.2 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 Statement Regarding 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, and the date submitted.

4.2 Letter of Introduction

The applicant must state exactly on what he/she is bidding, including the Type of representation, as defined in Part 2.0. Within a one-page limit, the following must be included: applicant's name, 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, 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. The letter and proposal must be signed by a duly authorized representative.

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, as described in Attachment C, Sections II, III and IV.

B. Number of Cases

This section of the proposal must specify the number of cases for which the applicant proposes to provide representation, in terms of 1) new appointments (cases) to be accepted each year, 2) total annual caseload, and 3) total annual number of clients represented, if different from total caseload.

C. Organization and Staffing Plan

For all provider types, this section of the proposal must 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.);
- Number and FTE status¹ of attorneys included in the proposal;
- Number, type and FTE status of non-attorney staffing, if applicable;
- Job descriptions for all employee classifications referenced above, if applicable;

¹ For the purposes of this section, FTE status refers to the portion of the individual's workload that the representation of clients in dependency proceedings will comprise.

- For hourly rate bids, proposed number of attorney and non-attorney hours per case, annually, including travel time to visit child clients in their placement settings prior to each statutory hearing;
- Proposed number of clients per attorney (counting each child as a client, irrespective of sibling group affiliation).

D. Courtroom Coverage

Proposals must outline courtroom coverage that will be provided, based on the information provided in Attachment C, Part IV.

E. Supervision

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

F. Conflicts

Proposals must include a detailed plan for identifying and handling conflict situations.

Proposals must describe how all potential levels of conflicts will be addressed. Proposals must describe how secondary conflicts will be identified and avoided, including conflicts that may arise due to counsel's representation of parties in non-dependency matters, if applicable. If proposal is to represent multiple parties in dependency cases, it must identify procedures to avoid ethical conflicts while providing representation to more than one party in a dependency case.

G. Facilities

Applicants must identify the proposed locations of office and client interview facilities. If the proposed office location is outside of Stanislaus County, applicant must, at a minimum, provide a client interview location in Stanislaus County that is accessible to parent clients, and must provide local telephone and fax numbers for client contact.

H. Reporting and Billing Requirements

Proposals must include a plan for maintaining case and statistical information required for reporting and billing purposes, including but not limited to the following information:

The following information will be required regarding each case upon appointment and/or termination:

- Case number;

- Party represented (i.e., mother, father, child, sibling group, de facto parent);
- Birth date(s) of children represented;
- Appointment date;
- Initial hearing date;
- Department in which appointment is made;
- For organizational representation, name of appointed attorney;
- Date and reason for termination of representation (e.g., withdrawal, case dismissed, etc.).

The following information will be required on a monthly basis:

- The amount of out-of-court-time spent on each case per month, including a breakdown of time spent on specific tasks for each case;
 - The amount of time spent in court each month, including a daily list of the types of hearings for which an appearance is made; and
- Sample AOC Invoice Documentation Forms are provided in Appendix A.

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 Rule 5 of the Court's Local Rules. Proposals for organizational representation must address how the applicant intends to train and qualify new attorneys to handle cases. The applicant should also describe his or her plan for continuing education, as described in Local Rule 5.02, Minimum Standards of Education and Training and California Rules of Court (CRC) Rule 1438. The Stanislaus Superior Court Local Rules may be found at <http://www.stanct.org/courts/RULES/index.html>. CRC 1438 may be found at <http://www.courtinfo.ca.gov/rules/titlefive/titlefive.pdf>.

B. Resumes

Resumes must be included in this section for key staff (including all supervisory level staff, if applicable) that describe their background and experience in conducting the proposed activities. Resumes for key attorney staff must demonstrate training and experience necessary to comply with Stanislaus Superior Court Local Rules, Rule 5. The Stanislaus Superior Court Local Rules may be found at <http://www.stanct.org/courts/RULES/index.html>.

4.5 References

Contact person and organization names, addresses, and telephone numbers must be provided from a minimum of three (3) references. References may include 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 provided by the applicant.

Applicant may identify other courts for which they have provided dependency services; if such courts are identified, applicant must state in this section of the proposal that he or she agrees to the AOC and/or the Court contacting those court systems.

4.6 Cost Proposal and Budget

A. Cost Proposal and Detailed Program Budget

Any combination of hourly and annual contract rate bids will be accepted. For hourly bids, the bidder must identify the hourly rate for attorneys and other staff assisting in the representation and an anticipated average number of hours per case per attorney and support staff, if applicable, including a separate rate, if applicable, for travel time to visit in-county clients in their placement settings prior to each statutory hearing.

For annual contract bids, the bidder must specify in this section a cost breakdown showing the total maximum cost to the AOC for this project as follows:

- February 1, 2005 through June 30, 2005;
- July 1, 2005 through June 30, 2006; and
- July 1, 2006 through June 30, 2007.

Annual contract bids must be on a “flat fee for all cases” basis. 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 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 February 1, 2005 through June 30, 2005; July 1, 2005 through June 30, 2006; and July 1, 2006 through June 30, 2007, showing a roll-up to their total cost proposal for services.

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

- Personnel
- Benefits

- Additional Professional Services (e.g., interpreters, investigators, social workers, etc.)
- Travel
- Training
- Insurance: These costs must reflect coverage levels as outlined in Attachment A, #16. Deductible amounts must be provided in the budget narrative. If the applicant wishes to propose different types and/or levels of coverage from those identified in Attachment A, #16, applicant should refer to section 4.6 C for details regarding the information that must be provided as part of an alternative insurance coverage proposal.
- Rent
- Overhead

All applicants are required to complete parts B and C of the Budget Template provided in Appendix B. Applicants whose proposals include staff must also complete part A of the Budget Template.

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

Note that costs associated with expert witnesses, psychological and psychiatric evaluations, or other extraordinary costs (e.g., out-of-state travel to visit child clients) will not be included in the contract for services, and should not be reflected in proposals. Prior approval from the Court will continue to be required for such services; related bills will be sent directly to the AOC for payment.

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.

C. Multiple Cost Proposals

Applicants are encouraged to submit multiple cost proposals in this section reflecting varying service levels, along with an explanation of related fiscal and staffing impact. The following are examples of varying service levels that could impact the Cost Proposal.

- Caseload variations per attorney;
- Staffing ancillary proceedings such as Independent Education Plan meetings;
- Visiting all child clients in out-of-county placements prior to each court hearing;

- Varying types and levels of insurance coverage: bidders may submit cost proposals reflecting varying types and levels of insurance coverage from those listed in Attachment A, #16, as follows:
 -
 - Proposals reflecting current coverage levels; proposals must indicate the following:
 - Types of coverage;
 - Coverage levels, and
 - Deductible amounts.

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. The applicant may not subcontract this work without prior written agreement from the Court and the AOC.
8. The applicant assumes total responsibility for the quality and quantity of all work performed.

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 must bill on a monthly basis; the AOC will pay valid invoices within 45 days of receipt.

4.9 Statement Regarding 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, if proposal is for organizational representation.
4. Internal training, mentoring and continuing education program for new and ongoing staff, if proposal is for organizational representation.
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. A complete and timely response to follow-up questions from the AOC regarding the proposal, if applicable.

8.0 ADDITIONAL REQUIREMENTS

All interested applicants are strongly encouraged to send a representative to the 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 ninety (90) 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. Costs associated with expert witnesses, psychological and psychiatric evaluations and other extraordinary costs must receive prior approval from the Court and are not included in the compensation under this Agreement.

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 Stanislaus 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 Stanislaus 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 Stanislaus County works in conjunction with community partners to achieve the following goals:

- 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.
- 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 professionals will cooperate in meeting all statutorily mandated timelines and will resolve issues in an expedited manner to ensure prompt resolutions for families and children throughout the time any matter involving child welfare is before the Court.
- 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 Stanislaus Superior Court Rules, Rule 5.03 (<http://www.stanct.org/courts/RULES/index.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:
 - a. Interview all children four (4) years of age or older; 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 CASAs, 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. Advise the child of his or her right to attend all dependency proceedings/hearings and explain the risks and benefits of attendance to the child;
 - j. Explore alternative methods for obtaining child testimony (in chambers, etc.)
 - k. Prepare the child to testify as a witness 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, by advocating for the child's best interests, 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 Stanislaus Superior Court Local Rules, Rule 5.06.
(<http://www.stanct.org/courts/RULES/index.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 Stanislaus Superior Court Local Rules, Rule 5.02. (<http://www.stanct.org/courts/RULES/index.html>); and
 - Attend statewide multi-disciplinary trainings or conferences, such as those provided by the AOC (e.g., Beyond the Bench).
13. Advocate for adherence to mandated timelines; and
14. 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; and
 - 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. Contact client and review reports with client prior to each hearing;
9. Negotiate settlements;
10. Participate in mediations and settlement conferences;
11. Advocate for services (by Court order, if necessary) to meet the parent's needs, enable access to entitlements and ensure a comprehensive case plan;
12. Monitor implementation of the case 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 Stanislaus Superior Court Local Rules, Rule 5.02. (<http://www.stanct.org/courts/RULES/index.html>); and
 - Attend statewide multi-disciplinary trainings or conferences, such as those provided by the AOC (e.g., Beyond the Bench).
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

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:

- Quarterly dependency meetings;
- Local training sessions on dependency issues;
- Development meetings for specialized dependency programs, e.g., Drug Court, CASA, etc.

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

IV. Stanislaus County Juvenile Court Facilities and Calendaring System

The Court hears juvenile dependency cases at the juvenile court facility located at 2215 Blue Gum Avenue, Modesto. Currently, there is one full-time juvenile dependency courtroom. Proposals should assume that the court 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

Monday, Tuesday, Thursday and Friday

- 8:20 Adoptions (2 families)
- 8:30 Arraignment, Detentions, W&I §388, Non-Contested Juris Hearings, Disposition, Misc. and Court Reviews (W&I §364, 366.3, 366.21, 366.22, 366.26), Motions.
- 1:30 Contested Juris and Long Cause
- 4:00 Adjourn

Wednesday

- 8:20 Adoptions (2 families)
- 8:30 Arraignment, Detentions, W&I §388, Non-Contested Juris Hearings, Disposition, Misc. and Court Reviews (W&I §364, 366.3, 366.21, 366.22, 366.26), Motions.
- 1:30 Long Cause Matters (If Substance Abuse Family Education Court is not scheduled.)
- 2:00 Substance Abuse Family Education (SAFE) Court (Dependency Drug Court); attorneys are not required to attend SAFE Court.
- 4:00 Adjourn

V. Background on Current Representation of Parties

Currently, the Court appoints the Public Defender (PD) to represent the first party in juvenile dependency proceedings, and appoints either Grisez, Orenstein and Hertle (Conflicts 1), Perry and Associates (Conflicts 2), or a member of the Juvenile Dependency Panel to represent other parties in juvenile dependency proceedings. The Court may or may not continue with this appointment method; appointment method will be determined in contract negotiations.

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

The scope of this proposal is to provide representation for all parties in newly filed dependency cases and in cases currently represented by the Public Defender, Conflicts 1, Conflicts 2 or members of the Juvenile Dependency Panel, effective February 1, 2005. Note, however, that currently appointed attorneys will not be immediately released on specified cases, including but not limited to: (1) any case that has not yet reached disposition; (2) any case presently set for contested hearing; or (3) any case presently set for a W&I §366.26 hearing. Cases falling in these three categories will not be transitioned to new providers selected as a result of this RFP process until after those hearings have been completed and until the Court has determined that an attorney transition is appropriate. The Court estimates that approximately 25% of the current caseload falls into one of these three categories.

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

Children ¹	1,411
Parents ²	1,016
TOTAL	2,427

Note that approximately 19% of children are placed out-of-county, and an additional 2% are placed out-of-state.

¹ This figure is the number of dependent children in the court system as of October 2004. Source: Stanislaus Superior Court Case Management System.

² The AOC's March 2003 survey of court-appointed dependency practitioners found that the number of parents represented is approximately 72% of the number of children represented.

Table 2: Juvenile Dependency Statistics (FY 2001/02 - FY 2003/2004)¹
Rebecca will provide better filing statistics.

	FY 01-02	FY 02-03	July-Dec 03
A. No. of Juveniles Subject of Dependency Petitions:			
Original	398	301	136
Subsequent	2	0	0
Total Filings	400	304	136
B. Juvenile Cases Disposed of:			
1. Before Hearing			
Original	33	19	3
Subsequent	0	0	0
Total	33	19	3
2. After Hearing			
a. Uncontested			
Original	344	221	88
Subsequent	0	0	0
Total	344	221	88
b. Contested			
Original	38	53	18
Subsequent	0	0	0
Total	38	53	18
3. Disposition Total			
Original	415	293	109
Subsequent	0	0	0
Total Dispositions	415	293	109
C. Other Data*			
1. Detention Hearings*	337	273	80
2. Semi-annual Reviews*	710	523	215

¹ Source: California Judicial Branch Statistical Information System.

VIII. 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 following information:

The following information will be required regarding each case upon appointment and/or termination:

- Case number;
- Party represented (i.e., mother, father, child, sibling group, de facto parent);
- Birth date(s) of children represented;
- Appointment date;
- Initial hearing date;
- Department in which appointment is made;
- For organizational representation, name of appointed attorney;
- Date and reason for termination of representation (e.g., withdrawal, case dismissed, etc.).

The following information will be required on a monthly basis:

- The amount of out-of-court-time spent on each case per month, including a breakdown of time spent on specific tasks for each case;
- The amount of time spent in court each month, including a daily list of the types of hearings for which an appearance is made; and

This reporting requirement will be built into the billing mechanism. Sample AOC Invoice Documentation Forms are provided in Appendix A.

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 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.