SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

REQUEST FOR PROPOSALS FOR DISPUTE RESOLUTION SERVICES

PROPOSAL NO. 12-03-CV

PROPOSALS DUE BY
January 18 2013 @ 2:00 PM

NO LATE PROPOSALS WILL BE ACCEPTED

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Monterey ("Court") is soliciting proposals for one or more qualified vendors to provide Dispute Resolution Services as defined in the Dispute Resolution Programs Act (DRPA) and its implementing regulations, to assist parties in resolving disputes without the necessity of formal judicial proceedings. The purpose of this Request for Proposal ("RFP") is to identify and select one or more public or private non-profit or governmental entities to be recommended for funding under Monterey County's DRPA Program. It is proposed that there shall be a one (1) year agreement to cover the time period from February 1, 2013 to January 31, 2014. The Court may, at its discretion, and contingent upon performance and/or funding availability, elect to renew any agreements resulting from this RFP for up to two (2) additional one (1) year terms. The Court, however, reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Funding
7. Attachments

1.3 Project Background and Authority

For the vendor's reference a copy of Dispute Resolution Programs Act ("DPRA") and its implementing regulations may be found at the California Department of Consumer Affairs's website at http://www.dca.ca.gov/publications/dpra_regs.shtml. Vendor should also refer to The Official California Legislative Information page at http://www.leginfo.ca.gov/calaw.html to view the most current statutes.

The Dispute Resolution Programs Act (California Business and Profession Code, (B&P) §§ 465, et seq.) provides for the establishment and funding, at county option, of local dispute resolution programs. The purpose of DRPA is to encourage the establishment and use of local dispute resolution services as an alternative to formal court proceedings. DRPA authorizes participating counties to collect between $1 and $8 from court filing fees for the purpose of funding local dispute resolution programs.

On November 6, 2012, the Monterey County Board of Supervisors approved a Resolution designating

the Superior Court Executive Officer as the administrator of DRPA funds.

Since then, the Court has established an ADR Administrator who will coordinate and oversee programs funded by DRPA in Monterey County. Under the supervision of the Court Executive Officer and Court Executive Committee, the ADR Administrator will also work with an ADR Executive Committee consisting of local mediation providers, members of the judiciary, members of the bar and community representatives. All of these entities will work together to provide direction and set priorities for DRPA programs in Monterey County.

This RFP now solicits proposals from: Parties or organizations interested in providing dispute resolution services in small claims, unlawful detainer, collections, limited and unlimited civil cases, and non-judicial, community mediation cases.

This program will be operated under the provisions of DRPA and its implementing regulations (California Code of Regulations, Title 16, Chapter 36) (CCR), which are incorporated into this RFP by reference. Funding for any agreement will consist entirely of Dispute Resolution Programs Act Fund dollars collected from a fee imposed on specified court filings. Actual funding will be dependent on revenues collected. During the term of the agreement, should the funds appropriated for the purpose of the award be reduced or eliminated, the Court may immediately terminate or reduce the agreement by written notice to the vendor(s).

1.4 Purpose and Intent of Dispute Resolution Programs Act

The purpose and intent of DRPA are summarized below.

The Legislature hereby finds and declares all of the following:

(a) The resolution of many disputes can be unnecessarily costly, time-consuming, and complex when achieved through formal court proceedings where the parties are adversaries and are subjected to formalized procedures.

(b) To achieve more effective and efficient dispute resolution in a complex society, greater use of alternatives to the courts, such as mediation, conciliation, and arbitration should be encouraged. Community dispute resolution programs and increased use of other alternatives to the formal judicial system may offer less threatening and more flexible forums for persons of all ethnic, racial, and socio-economic backgrounds. These alternatives, among other things, can assist in the resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties have continuing relationships. A non-coercive dispute resolution forum in the community may also provide a valuable prevention and early intervention problem-solving resource to the community.

(c) Local resources, including volunteers reflective of the diversity of the community and available public buildings, should be utilized to achieve more accessible, cost effective resolutions of disputes. Additional financial resources are needed to expand, stabilize, and improve existing programs and entities which sponsor alternative dispute resolution.

(d) Courts, prosecuting authorities, law enforcement agencies, and administrative agencies should encourage greater use of alternative dispute resolution techniques whenever the administration of justice will be improved.

(e) Counties should consider increasing the use of alternative dispute resolution in their operations as plans for court reform are developed and implemented.

(f) The Judicial Council should consider, in redrafting or updating any of the official pleading forms used in the trial courts of this state, the inclusion of information on options for alternative dispute resolution.

It is the intent of the Legislature to permit counties to accomplish all of the following:

(a) Encouragement and support of the development and use of alternative dispute resolution techniques.

(b) Encouragement and support of community participation in the development, administration, and oversight of local programs designed to facilitate the informal resolution of disputes among members of the community.

(c) Development of structures for dispute resolution that may serve as models for resolution programs in other communities.

(d) Education of communities with regard to the availability and benefits of alternative dispute resolution techniques.

(e) Encouragement of courts, prosecuting authorities, public defenders, law enforcement agencies, and administrative agencies to work in cooperation with, and to make referrals to, dispute resolution programs.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the Court's discretion.

No.	EVENTS	Key Dates
1	Issue RFP	12/20/2012
2	Last Day to Submit Questions	1/07/2013 at 2:00 PM
3	Responses to Questions Posted	12/09/2012
4	Proposal Due Date and Time	1/18/2013 at 2:00 PM
5	Notice of Award (estimated)	2/1/22013

The RFP and any addenda that may be issued will be available on the court's website ("Website"): www.monterey.courts.ca.gov; (refer to the Request for Proposal section).

2.1.1 Contact List

Submittal Contact:
Carey Pearce, Financial Analyst
Business Services
240 Church Street
Salinas, CA 93901

Project Manager:
Minnie Monarque
Director, Civil Division
1200 Aguajito Road
Monterey CA 93940

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court'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 California Rules of Court, rule 10.500 should not be included in the vendor's proposal as it may be made available to the public.

The Court is bound by Rule 10.500 to disclose its administrative records. If the information submitted in response to this RFP contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for public documents.

If the Court does not consider such material to be exempt from disclosure under Rule 10.500, the material may 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 Rule 10.500, then it should not include such information in its proposal.

2.1.3 Proposal Preparation Costs
Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Submittal Process

2.2.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the terms and conditions in Section V, General Conditions, no later than the date and time indicated in Section 2.1, Procurement Schedule and General Instructions. All questions must be submitted in writing to the Submittal Contact. Without disclosing the source of the question or request, Court will post all questions and responses received on its website at no later than the date and time indicated in Section 2.1, Procurement Schedule and General Instructions. All vendors are responsible for obtaining the written questions and responses from the Court's website. Court staff will not be available to answer questions after the deadline for submitting questions.

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 Court 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 Court 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.

2.2.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide Court written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Court website at www.montereycourts.ca.gov; (refer to the Request for Proposal section.)

If a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error before the Proposal Due Date, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's proposal.

2.2.4 RFP Addenda

The Court may modify the solicitation document prior to the Proposal Due Date by posting an addendum on the Court's website at www.montereycourts.ca.gov; (refer to the Request for Proposal section). If a vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was posted.

The Court will interpret all proposals, including pricing, as having taken into consideration all addenda issued and will include the terms of the proposals without modification based on any addenda issued in any resulting contract.

2.3 Submission of Proposals

2.3.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1, Procurement Schedule and General Instructions (the "Proposal Closing Time") at the address listed for the Submittal Contact:

- **One (1) unbound original of the technical and one (1) separate unbound original of the cost proposal; and**
- **Five (5) double-sided bound hard copies of separate technical and cost proposals.**

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the vendor's name. The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the vendor's name.

The hard copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The vendor is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the Proposal Closing Time, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.3.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.3.3 Mistake in Proposal

If prior to a contract award, a vendor discovers a mistake in their proposal that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Submittal Contact in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.3.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole discretion retain the proposal and allow the vendor to submit certain arithmetic corrections. The Court may, at its sole discretion, allow the vendor to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the vendor's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole discretion, allow the vendor to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.3.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor's name, street address, e-mail address, and telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the vendor's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1, Procurement Schedule and General Instructions ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, Procurement Schedule and General Instructions, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.3.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the vendor's sole risk.

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to prospective bidders or, if identified in Section 2.1, Procurement Schedule and General Instructions, post addenda and clarifications to the Court website; however, it is the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.3.7 Independence of Proposal and Joint Proposals

Unless a vendor is submitting a joint proposal, the vendor represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint

subcontractors.

2.3.8 Covenant Against Gratuities

Vendor warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the vendor or any agent, director, or representative of the vendor, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.4 Overview of Evaluation Process

2.4.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The names or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in 2.5, Minimum Qualifications.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.6, Evaluation Criteria. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.4.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.5, Minimum Qualifications, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court'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.

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 the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the vendor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the vendor so restricts its proposal, the Court may consider the vendor's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the

vendor ineligible for further evaluation.

The Court reserves the right to negotiate with vendors who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other vendors or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.4.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the vendor to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated vendor, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

2.4.4 Cash Discounts

The Court encourages vendors to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by vendors for the prompt payment of invoices will not be considered in evaluating offers to determine the successful vendor for award of any resulting.

2.4.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any vendor throughout the solicitation process. The Court may require a vendor's representative to answer questions during the evaluation process 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.

2.5 Minimum Qualifications

To be considered for full evaluation and possible award, vendors must first meet the threshold minimum qualification requirements listed in the following table, per California Business and Professions Code §465 et seq. (B&P) (Minimum requirements can be met by combining experience, expertise, and resources of vendor an any proposed subcontractors):

No.	Minimum Qualifications
1	Compliance with California B&P §467.2, et. seq. and the applicable rules and

	regulations of the advisory council.
2	Demonstrate knowledge of ADR process and its progression in Monterey County.
3	Demonstrate experience in providing ADR services within the County and cities therein.
4	Demonstrate that its primary purpose is the provision of dispute resolution services, as defined in DRPA and the DRPA Regulations; by documenting that a minimum of fifty-one percent (51%) of its estimated annual operating budget is allocated to and expended for such services.
5	A statement verifying its status as required by DRPA as follows: An applicant administered and funded by a county or city must document: • That it is a distinct, identifiable unit of that government; and • That it has a separate and identifiable annual operating budget. A non-governmental applicant must certify: • That it is non-partisan; and • That it is a non-profit corporation or a component of such a corporation with a separate and identifiable annual operating budget; and That it is exempt from federal taxation pursuant to Internal Revenue Code section 501(c)(3) or that it has an application for section 501(c)(3) status currently pending before the Internal Revenue Service.
6	An estimated annual operating budget reflecting that at least fifty percent (50%) of its anticipated revenue will be derived from sources other than those provided pursuant to DRPA. In-kind donations may be credited toward such other revenues.

The vendor must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.6 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

Areas of Evaluation	Percentage Points
• General organizational ability and competence	40%

(including management effectiveness and financial soundness)
Does the vendor demonstrate knowledge or awareness of the problems associated with

providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?

- Ability to meet court goals, objectives, and priorities 40%

  (including feasibility, creativity and scope of plan)
  Do the service descriptions address all the areas identified in the RFP? Which of the Court's goals, objectives and priorities does the proposal address? Will the proposed services satisfy Court's needs and to what degree?
  Did the vendor demonstrate the desired amount of experience in providing the services in Monterey County?

- Ability to develop broad financial support 20%

  (including likelihood of eventually lessening reliance on Court funding)

- Cost

  Were instructions followed in completing Cost Proposal forms and budget information?

- Ability to meet Contract Terms and Conditions?

2.7 Interviews and Negotiations

2.7.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected vendors will be notified in writing of the date, place, time and format of the interview or presentation. Vendors will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a vendor's disqualification from further consideration.

2.7.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more vendors, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other vendors or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.7.3 Payment

Payment terms will be in accordance with the payment provisions of Exhibit 1, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.

2.7.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Submittal Contact.

2.8 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful vendor(s) will be required to execute a Contract in accordance with the Description of Services to be Provided in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual agreement of the parties. Contracts are not effective until signed by both parties.

2.9 Protest Procedures

2.9.1 General

The Court will process bid protests in a timely and consistent manner to assure that all prospective contractors are accorded fair and equal consideration for the award of contracts or purchase orders. Two types of protests will be accepted:

1. Protests based on defective specifications or improprieties.
2. Protests based upon award.

2.9.2 Prior to Submission of Proposal

Any interested party that is an actual or prospective vendor 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 bid or proposal. Such protest is required to be received prior to the Proposals Due Date and Time .

2.9.3 After Award

Vendors submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

1. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
2. The vendor believes that its proposal meets the Court's administrative requirements and technical requirements, proposes items and/or services of proven quality and performance, and offers a competitive cost to the Court.
3. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.
4. Such protests is required to be received no later than five (5) business days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.

In no event shall a protest be considered if all submittals are rejected or after a contract has been executed

2.9.4 Form of Protest

A vendor who is qualified to protest should contact the Court Executive Officer at the address below:

Connie Mazzei, Court Executive Officer
Superior Court of California, County of Monterey
240 Church Street
Salinas, CA 93940

a. The protest is required to be in writing and sent by certified or registered mail or delivered personally to the address listed above. If the protest is hand-delivered, a receipt is required.
b. The protest must include the name, address, telephone and facsimile numbers of the party protesting or their representative.
c. The title of the solicitation document under which the protest is submitted must be included.
d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation must be included.
e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further documents from the protestor. Therefore, the initial protest submittal should 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 Court will not consider such new grounds or new evidence.

2.9.5 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 improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Proposal Closing Time may be extended 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 Court, 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.

2.9.6 Appeals Process

The Court Financial Officer's decision will be considered the final action by the Court unless the protesting party seeks an appeal of the Court Financial Officer's decision by filing a request for appeal with the Court Executive Officer at the same address listed above within five (5) calendar days of the issuance of the Court Financial Officer's decision. The justification for appeal is limited to: (1) facts and/or information presented for the underlying protest or known or reasonably should have been known at the time of the underlying protest; or (2) the decision of the Court Financial Officer was in error of law or regulation. The request for appeal must include: (1) the name, address, telephone and facsimile numbers of the vendor filing the appeal or their representative; (2) a copy of the Court's decision and (3) the legal and factual basis for the appeal and the 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 Court Executive Officer or his/her designee will review the request and the decision of the Court Financial Officer and will issue a final determination. The decision of the Court Executive Officer will constitute the final action of the Court.

2.9.7 Protest Remedies
If the protest is upheld, the Court 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 of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

1. Terminate the contract for convenience.
2. Re-complete the contract.
3. Issue a new solicitation.
4. Refrain from exercising options to extend the term under the contract.
5. Award a contract consistent with the statute or regulation.
6. Other such remedies as may be required to promote compliance.

Failure of the vendor to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by the Court.

III. PROPOSAL FORMAT AND CONTENT

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

3.1 Executive Summary

3.1.1 Executive Summary Content
The vendor must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the vendor's understanding of the requirements. The vendor must also address in this section how it meets the minimum qualification requirements in Section 2.5, Minimum Qualifications.

3.1.2 Vendor Information, Validity, and Authorized Signature
The Executive Summary should include the vendor information, a statement confirming the vendor's agreement to the validity period, and authorized signature, as required in Section 2.3.5, Authorized Signatures, Validity Period of Proposals.

3.1.3 Intent of Proposal
The vendor must provide a statement of intent describing its interest in providing dispute resolution services in small claims, unlawful detainer, collections, limited and unlimited civil cases, and non-judicial community mediation services.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing and experience in provision of Dispute Resolution Services, as defined in DRPA legislation. The vendor's proposal must provide the information requested below. If the vendor is a joint venture, information about the prime subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

a. Complete name and address.
b. Federal tax identification number.
c. If incorporated, indicate in which state incorporated.
d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
e. Total number of years in business.
f. Number of years providing services similar in size and scope to those requested in this RFP.
g. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, the Court will keep this information confidential. These financial statements must be contained in a separate volume and submitted within the technical proposal package.
h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
i. Annual contract value of the vendor's three (3) largest contracts for similar services in the past three (3) years.
j. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
k. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

a. Subcontractor name and address.
b. Federal identification and/or social security number.
c. If incorporated, indicate in which state incorporated.
d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
e. Principal type of business.
f. Total number of years in business.
g. Number of years providing services similar in size and scope to those requested in this

RFP.

h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, the Court will keep this information confidential. These financial statements must be contained in a separate volume.

i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).

j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a brief description of its company. In addition, the vendor shall list all of its California locations and shall include a description of any sponsoring or parent organizations. The description should include:

a. When, how, and why the organization and/or project (if applicable) was started.

b. Statement of purpose, goals, and philosophy.

c. Past and current activities operated by the organization that qualifies it to provide dispute resolution services.

d. Size of professional and support staff. Differentiate between services to be provided by professional staff and others

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

- Describe the vendor's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

- Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

- Demonstrate the capability to provide dispute resolution services effectively to the targeted population of Monterey County.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Program Description

Vendor shall describe the organization's proposed program and how it will meet the Court's Goals, Objectives, and Priorities per Section 4.1, General Description, as described in Exhibit 2, DRPA Goals, Objectives & Priorities for each of the three goals of this RFP.

Vendor will list the objectives in quantifiable, measurable, and verifiable terms, indicating specifically what the proposed project will strive to accomplish and the methods contemplated for accomplishing the objectives.

3.5.1 Statutory Requirements

Vendor should refer to this section in submitting a proposal and include narrative that addresses these requirements.

"Applications submitted for funding shall include, but need not be limited to, all of the following information:

(a) Evidence of compliance with Business & Professions Code Sections 467.2, 467.3, and 467.4.
(b) A description of the proposed community area of service, cost of the principal components of operation, and any other characteristics, as determined by rules of the advisory council.
(c) A description of available dispute resolution services and facilities within the defined geographical area.
(d) A description of the applicant's proposed program, by type and purpose, including evidence of community support, the present availability of resources, and the applicant's administrative capability.
(e) A description of existing or planned cooperation between the applicant and local human service and justice system agencies.
(f) A demonstrated effort on the part of the applicant to show the manner in which funds that may be awarded under this program may be coordinated or consolidated with other local, state, or federal funds available for the activities described in Sections 467.2, 467.3, and 467.4.
(g) An explanation of the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process.
(h) Such additional information as may be required by the county." (B&P §468.2)

"In addition to the requirements of Section 468.2 of the Business & Professions Code, all applicants shall also provide the following as part of their application for funding:

(1) A description of the applicant's organizational structure, including that of any sponsoring or parent organizations;
(2) A description of the proposed geographic area of service, the service population, and the number of persons the applicant will have the capacity to serve on an annual basis;
(3) A description of the types of disputes to be handled, the types of dispute resolution services to be offered, and any restrictions to be imposed by the program;
(4) A description of any fee schedule to be used;
(5) A list of civic groups, social services agencies, governmental entities, and justice system agencies available to accept and make referrals to the applicant;
(6) A description of the applicant's plans for publicizing its services to potential referrals agencies, courts and justice system agencies, and the public;
(7) The applicant's organizational chart, personnel policies, duty statements, and resumes of all professional staff.
(8) A statement that in hiring staff, recruiting volunteers, or rendering services, the applicant will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age.

Pursuant to Section 470.2 of the Business & Professions Code, each applicant shall submit an estimated budget for the grant period. In-kind donations may be reported as anticipated revenue to be derived from sources other than the county revenues generated pursuant to the Act, so long as the requirements of Section 3640 of these Regulations are satisfied." (CCR §3608)

3.5.2 Coordination with Department of Consumer Affairs
Vendor is responsible for complying with CCR §3609, which states "at the time of submission of the application to the Court, every applicant shall forward to the Department of Consumer Affairs a copy of the application and supporting documentation for its request for funding pursuant to the Act."

3.5.3 Customer Service
Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution as required in Section 4.3, Customer Service.

3.5.4 Reports
Vendor shall describe the common reports that are available to the Court. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports.

In addition, vendor shall describe its capabilities to provide quarterly reports as required in Section 4.4, Reports.

3.5.5 Invoicing
Vendor shall describe its invoicing process and include the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)

- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Statutory Criteria

Per California Code of Regulations [CCR] §3600, et seq.), qualified applicants shall be screened by the county according to the following criteria:

(1) The need for the applicant's services in the proposed geographical area and any duplication or overlap among dispute resolution programs in the proposed area of service.
(2) The structure and scope of the services to be provided by the applicant.
(3) The amount of the requested grant.
(4) The reliability of the applicant's other funding sources.
(5) The adequacy and cost of facilities and personnel. (CCR §3665)

3.6.2 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.3 Pricing and Price Adjustments

Vendor must submit pricing as required by Exhibit 3: Required Forms, Attachment C: Cost Proposal Forms. Pricing shall include all anticipated charges, including but not limited to: cost of materials and supplies, overhead, the cost of providing insurance, as required in the solicitation document and other costs or expenses incidental to the vendor's performance. The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages.

The prices proposed in the vendor's response will be valid for a minimum of three years after any resulting contract is signed. Future price increases will be negotiated at time of contracting. The vendor must explain the proposed process to implement price changes, and how the Court will be notified.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

a. Table of Contents
b. Vendor Certification Form – Exhibit 3, Attachment A
c. Trade Secret and Confidential Commercial and Financial Information Acknowledgement – Exhibit 3, Attachment B
d. Statement of Acceptance of Terms, in accordance with Section 3.7.2, Acceptance of Terms
a. Cost Proposal forms – Exhibit 3, Attachment C: Cost Proposal Forms (sealed in a separate envelope in accordance with Section 2.3.1, Proposal Delivery)

3.7.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V, General Conditions or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. The proposal may be considered non-responsive and may be rejected if the vendor requires that the Court be bound by some or all of the vendor's proposed contract language.

IV. DESCRIPTION OF SERVICES TO BE PROVIDED

4.1 General Description

Vendor will provide a Dispute Resolution Program that meets Monterey County's specific Goals, Objectives and Priorities as described in Exhibit 2. The work of the Dispute Resolution Program at this time will be providing dispute resolution services in small claims, unlawful detainer, collections, limited and unlimited civil cases, and non-judicial, community mediation services as described in Section 1.3. The vendor will make mediation available to cases referred from these calendars either on the day of the court hearing or in close approximate time to the hearing if circumstances permit. The vendor will develop with the Court a procedure for the referral of cases to the program and the filing of the results of mediation with the court.

4. 2 Management Plan

The vendor's management and organization plan should be adequately structured in providing the services to the Court.

4.3 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

4.4 Reports

Funded programs will provide monthly reports indicating the following:

- Number of referrals,
- Number of persons served,
- Number of disputes resolved,
- Percentage rates of compliance,

- Number of persons utilizing services more than once,
- All statistical data and its analysis, and
- Additional statistical information identified by the funded program and court as being important or significant for program measurement.

4.5 Business Hours

Vendor shall provide the requested services during the Court's regular business hours. The Court's regular business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time; the Court shall be closed on all judicial holidays.

V. GENERAL CONDITIONS

Contract Terms and Conditions are included in this solicitation document as Exhibit 1, Contract Terms and Conditions.

VI. FUNDING

6.1 General Policies

The Court reserves the right to fund as many or as few programs as it deems necessary to ensure an appropriate level of service countywide. In addition, funds may be reserved to develop projects in underserved areas should there be a lack of qualified proposals.

To the extent possible, funds available under this RFP will be allocated to ensure the greatest possible public access to dispute resolution programs and services within the County.

a. Applicants are encouraged to apply for partial amounts within the $**63,000** available to support programs that they believe will meet the Court's goals, objectives, and priorities. While there are no limits to the amounts that may be requested, amounts granted in total may not exceed the $63,000 available.

b. Amounts to be allocated for each recipient will be decided by the Monterey County Superior Court and will be made at its sole discretion.

6.2 Prohibitions

Revenues from DRPA may not be used to fund:

a. Family conciliation court or conciliation and mediation services pursuant to Section 4607(f) or Section 4351.5 of the Civil Code;

b. Judicial arbitration pursuant to Section 1141.10 et seq. of the Code of Civil Procedure or any other formal mandatory judicial arbitration program;

c. Any other programs or services not expressly authorized by DRPA or the DRPA Regulations; or

d. Replacement of any preexisting allocation of County funds for the provision of dispute resolution services.

VII. ATTACHMENTS

Exhibit 1 – Contract Terms and Conditions
Exhibit 2 – DRPA Goals, Objectives & Priorities
Exhibit 3 – Required Forms
Attachment A - Vendor Certification Form
Attachment B - Trade Secret and Confidential Commercial and Financial Information Acknowledgement
Attachment C – Cost Proposal Forms
- Form 1 – Application For Program Grant Under The Dispute Resolution Program
- Form 2 – Budget Summary
- Form 3 – Budget Justification
- Form 4 – Personnel Budget (Grant Share)
- Form 5 – Personnel Budget (Non-Grant Share)
- Form 6 – Agency Involvement in Litigation
- Form 7 – Revenue Disclosure

EXHIBIT 1
CONTRACT TERMS AND CONDITIONS

1. Accounting.

   Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

   A. Audit. Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

   B. Retention of Records. Contractor will 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. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

   Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

   A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.
   B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Monterey, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

   Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

   A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 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.

   B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 et seq., and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 et seq. Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry,

disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

C. Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment. workplace as required by Calif. Gov. Code, § 8355-8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

> "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

6. Changes in Work; Stop Work

A. Changes in Work.

A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit D, Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

a) A description of the proposed change and the reasons for the change;
b) A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
c) A statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work

Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 22 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. Conflict of Interest

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) Use of an official position with the government for private gain;
b) Preferential treatment to any particular person associated with this Work or Agreement;
c) Impairment of Court's independence or impartiality;
d) A decision made outside official channels; or
e) Adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement.

A. Payment Does Not Imply Acceptance of Work.

Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. Disallowance.

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

C. No other Compensation or Reimbursement.

The Court will not provide additional compensation for costs associated with travel or any other expenses incurred by contractor in the provision of Services, including, but not limited, to the costs of maintaining credentials or of training required by statute or of continuing education or reference materials.

10. Contractor Status

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

B. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D – Statement of Work, and

will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

C. Permits, Laws, and Regulations.

C.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

C.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

D. Subcontracting.

D.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.

D.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

E. Signature Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1 If a dispute remains unresolved following Notice by party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a Second Notice which will:

a) Provide detailed factual information;

b) Identify the specific provisions in this Agreement on which any demand is based;

c) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A. Force Majeure events include, but are not limited to:

1. Catastrophic acts of nature, or public enemy;
2. Civil disorder;
3. Fire or other casualty for which a party is not responsible; and
4. Quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of

damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Intentionally left blank

15. Limitation of Liability
Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Modification
No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment.

17. Payment
ADR Administrator will approve payment upon acceptance of work. Invoices will be addressed to the ADR Administrator (Program Manager, Monthly invoices will be submitted with monthly statistical reports. The following information must be included on the invoice:

- The Master Agreement Number or Purchase Order Number.
- A unique invoice number.
- Vendor's name, address and telephone number
- Name and address of vendor's representative to whom payments are to be sent if different from the above.
- Name, title and telephone number of the person to contact in case of an incomplete or incorrect invoice.
- Description of services performed.
- Other information as requested.

18. Prohibited Bids for End Product of this Agreement
No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

19. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract

Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

20. Scope of Work; Acceptance

A. Scope of Work. Contractor will perform and complete all Work described in Section 3.5 – Technical Approach and Methodology, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Acceptance.

B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in Exhibit D – Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non- acceptance of the Work.

B.2 Project Manager shall use the Acceptance and Sign-off Form to notify the Contractor of acceptance or non-acceptance.

B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

C. Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

21. Standard of Performance; Warranties

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. Warranties.

B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and

workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.

C. Personnel Requirements.

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals (listed in Exhibit. E: Attachments) during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. Background Checks.

For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any costs relating the background check will be borne by Contractor.

22. Survival

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

23. Termination

A. Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

24. Time is of the Essence. Time is of the essence in the performance of services by the Contractor under this Agreement.

25. Waiver; Severability

A. Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such

rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

26. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

END OF EXHIBIT 1 - CONTRACT TERMS AND CONDIITONS

EXHIBIT 2
GOALS, OBJECTIVES AND PRIORITIES

The overall goals for Monterey County's DRPA program are: (a) to have a comprehensive array of options for resolving conflicts and disputes, and (b) to see that those options are as accessible to residents throughout the County as much as possible. Court recognizes that these options might be supported by a variety of means: fee-for-service, sponsored by agency budgets, supported by DRPA funds, etc.

DRPA funds will be used to expand and enhance this system of options by emphasizing the following goals.

1. To assist the Superior Court in coordinating, promoting, and providing informal dispute resolution techniques to encourage early resolution of appropriate civil cases;

2. To assist County agencies and cities therein handling a wide range of conflicts and disputes arising within their jurisdictions through the use of informal dispute resolution approaches and techniques.

3. To increase awareness and access to early dispute resolution services and methods for conflicts and disputes within neighborhoods, families, schools, workplaces, communities, and other arenas of potential conflict.

4. To provide on-going education and outreach promoting the acquisition of skills, knowledge, and attitudes favoring informal dispute resolution and conflict management in neighborhoods, families, schools, workplaces, communities, local businesses, governmental, and other service agencies.

5. To create opportunities for extended dispute resolution services and volunteerism as broadly as possible for Monterey County's diverse ethnic populations.

The Court's objectives in operating its dispute resolution program are:

1. To support existing programs where performance shows that continued support is warranted and where the need for supplemental funding continues;

2. To encourage collaboration and creativity among organizations and agencies receiving funding in developing new projects to fill gaps in the County's dispute resolution program or to meet special needs;

3. To encourage more use and better coordination of dispute resolution services in the County and the integration of dispute resolution techniques into existing processes within courts, cities, county agencies, schools, and other institutions throughout the County; and

4. To encourage efficiency, cost-effectiveness and other improvements in the application and reporting process.

Given the above goals and objectives, the Court intends to use the following priorities as guidelines in allocating available funds in response to the proposals submitted:

1. A portion of available funds will be devoted to supporting alternative dispute resolution in community disputes

2. A portion of available funds will be allocated to supporting dispute resolution approaches in small claims, unlawful detainer, collections, limited and unlimited civil cases, and non-judicial community mediation cases.

3. In allocating available funds within the categories listed above, priority will be given to proposals that:

(a) Would have the potential for helping the maximum numbers of County residents;
(b) Make maximum use of local resources, including in-kind support, volunteers, and public facilities;
(c) Would provide services to a demographically wide range of persons;
(d) Incorporate clear and specific education and out-reach service components;
(e) Have prospects for securing funding from other sources to supplemental DRPA grants in the future;
(f) Offer the best potential for later expansion; and
(g) Clearly incorporate the intent and service guidelines of the DRPA legislation authority and supporting code regulation sections.

END OF EXHIBIT 2

EXHIBIT 3
REQUIRED FORMS

ATTACHMENT A – VENDOR CERTIFICATION FORM
ATTACHMENT B – TRADE SECRET/CONFIDENTIAL COMMERCIAL AND FINANCIAL INFORMATION ACKNOWLEDGMENT
ATTACHMENT C – COST PROPOSAL FORMS

Form 1 – Application For Program Grant Under The Dispute Resolution Program
Form 2 – Budget Summary
Form 3 – Budget Justification
Form 4 – Personnel Budget (Grant Share)
Form 5 – Personnel Budget (Non-Grant Share)
Form 6 – Agency Involvement in Litigation
Form 7 – Revenue Disclosure

EXHIBIT 3
ATTACHMENT A – VENDOR CERTIFICATION FORM

I certify that neither _____ (Vendor) nor any of its proposed Subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed below all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Vendor or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendor or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT 3
ATTACHMENT A - continued

- List of all Contracts with Government or Commercial Customers during the Five Years preceding Submission of this Proposal.

1.

2.

3.

4.

5.

6.

(note: Add as many as applicable.)

EXHIBIT 3
ATTACHMENT B - TRADE SECRET/CONFIDENTIAL COMMERCIAL AND FINANCIAL INFORMATION ACKNOWLEDGEMENT

All proposals received by the Court shall be considered "Judicial Administrative Record," as defined by California Rules of Court, rule 10.500(c)(2). . This definition reads as follows:

"'Judicial Administrative Record' means any writing containing information relating to the conduct of the public's business that is prepared, owned, used or retained by a judicial branch entity regardless of physical form or characteristics, except an adjudicative record.

Each proposal submitted is judicial administrative record and is, therefore, subject to inspection by the public per California Rules of Court, rule 10.500(e)(5).

The Court will not exclude any proposal or portion of a proposal from treatment as a Judicial Administrative Record except in the instance that it is submitted as a trade secret or confidential commercial or financial information as defined by Rule 10.500.

Information identified by vendor as "trade secret" or "confidential commercial or financial information" will be reviewed by the Superior Court of California, County of Monterey's legal counsel to determine conformance or nonconformance to this definition.

Information identified by vendor as trade secret or confidential commercial or financial information and determined not to be in conformance with the Rule 10.500 definition shall be excluded from the proposal. Such information will be returned to the vendor at vendor's expense upon written request.

Trade secrets or confidential commercial or financial information must be submitted in a separate envelope that is plainly marked "Trade Secrets" or "Confidential Commercial or Financial Information."

The Court shall not, in any way, be liable or responsible for the disclosure of any proposals or portions, thereof, if they are not (1) submitted in a separate envelope that is plainly marked "Trade Secrets" "Confidential Commercial or Financial Information" on the outside and (2) if disclosure is required under the provision of law or by order of the Court.

Vendors are advised that the Court does not wish to receive trade secrets confidential commercial or financial information and that vendors are not to supply trade secrets confidential commercial or financial information unless they are absolutely necessary.

EXHIBIT 3

ATTACHMENT B - TRADE SECRET/CONFIDENTIAL COMMERCIAL AND FINANCIAL INFORMATION ACKNOWLEDGEMENT FORM - continued

I have read and understand the above "Trade Secret/Confidential Commercial or Financial Information Acknowledgement".

I understand that the Superior Court of California, County of Monterey, has no responsibility for protecting information submitted as a trade secret or confidential commercial or financial information if it is not delivered in a separate envelope plainly marked "Trade Secret" or Confidential Commercial or Financial Information.

Enter company name on appropriate line:

_____ has submitted information identified as Trade Secrets or Confidential Commercial or Financial Information.

_____has not submitted information identified as Trade Secrets or Confidential Commercial or Financial Information.

ACKNOWLEDGED BY:

_____ _____

Signature Telephone

_____

Print Name and Title Date

_____

Address

_____

City State Zip

EXHIBIT 3

ATTACHMENT C - COST PROPOSAL FORMS

Form 1 – Application For Program Grant Under The Dispute Resolution Program

Form 2 – Budget Summary

Form 3 – Budget Justification

Form 4 – Personnel Budget (Grant Share)

Form 5 – Personnel Budget (Non-Grant Share)

Form 6 – Agency Involvement in Litigation

Form 7 – Revenue Disclosure

FORM 1

APPLICATION FOR PROGRAM GRANT UNDER THE DISPUTE RESOLUTION PROGRAM

I. BRIEF TITLE OF PROGRAM

Legal Name of Organization: Address:
Telephone Number: Name of Contact Person:
Title of Contact Person:

II. BRIEF SUMARY OF PROPOSAL:

_____
_____
_____

_____
_____
_____
_____

III. AREAS TO BE SERVED:

_____
_____
_____

_____
_____
_____

IV. COMPUTATION OF FUNDS REQUESTED:

A. Estimated Total Project Cost $_____ (including matching share)

B. Proposed Matching Share Contribution $ _____ (50% of Item B from Item A is required)

C. Amount Requested $_____ (Subtract Item B from Item A)

V. CONTRACT PERIOD:

START: _____ END: _____
Month Day Year Month Day Year

VI. TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that:

(1) funds granted as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this agency and the State of California; and
(2) any proposed changes in the proposal, as approved, shall be submitted in writing by the applicant and, upon notification of approval by the Department, shall be deemed incorporated into, and shall become a part of, this agreement.

_____ _____
Name of Person Legally Authorized Signature Authorized to Sign For Organization

_____ _____
Title of Position Date

FORM 2
BUDGET SUMMARY
(Budget for the period from _)

1. CONTRACT NUMBER AND TITLE:

2. CONTRACTOR'S NAME, ADDRESS, ZIP CODE:

_____

TYPE OF ENTITY (Check applicable space or spaces):

County Department Public Agency

Private (nonprofit) Other

3. METHOD OF ALLOCATION: If cost is to be shared by others, attach an explanatory statement identifying the sharing entity (or entities) and the method of allocation.

_____

_____

4. BUDGET SUMMARY:

_____

_____

5.

BUDGET COST CATEGORY	GRANT SHARE	TOTAL
(1) Personnel	$	$
(2) Consultant and Contract Services	$	$
(3) Travel	$	$
(4) Space	$	$
(5) Consumable Supplies	$	$
(6) Other	$	$
TOTAL DIRECT COST	$	$

FORM 3
BUDGET JUSTIFICATION

PROVIDE JUSTIFICATION FOR EACH BUDGET COST CATEGORY (photocopy this page and attach additional pages as needed)

AGENCY NAME: CONTRACT NO.:

DESCRIPTION OF ITEM AND BASIS FOR VALUATION		AMOUNT OF VALUE OF ITEM*	
		Grant Share	Non-Grant Share

*Refer to Section 3640 of the California Dispute Resolution Programs Act Regulations for valuation of in-kind contributions and volunteer services.

FORM 4
PERSONNEL BUDGET

(Grant Share)

AGENCY NAME: CONTRACT NO.:

6. BRIEF DESCRIPTIVE TITLE OF PROJECT OR ACTIVITY:

_____

7. NAME, ADDRESS, ZIP CODE OF OPERATING AGENCY:

_____

_____

(A) No. of Pers	(B) Position or Title	(C) Actual Monthly Salary	(D) Percent of Time on Undertaking	(E) Month to be Employed	(F) Total Cost

Fringe Benefits: Type of Costs, Percent, and Calculations
(e.g. Retirement @ 3.4% X 25,000 = $850)

Gross Total, Salaries	
Fringe Benefits	
Total Personnel Costs	

FORM 5
PERSONNEL BUDGET

(Non-Grant Share)

AGENCY NAME: CONTRACT NO.:

1. BRIEF DESCRIPTIVE TITLE OF PROJECT OR ACTIVITY:

_____

2. NAME, ADDRESS, ZIP CODE OF OPERATING AGENCY:

_____

_____

(A) No. of Pers	(B) Position or Title	(C) Actual Monthly Salary	(D) Percent of Time on Undertaking	(E) Month to be Employed	(F) Total Cost

Fringe Benefits: Type of Costs, Percent, and Calculations
(e.g. Retirement @ 3.4% X 25,000 = $850)

Gross Total Salaries	
Fringe Benefits	
Total Personnel Costs	

FORM 6
AGENCY INVOLVEMENT IN LITIGATION

_____ _____
Program Title Organization Name

Check yes or no on the following questions. If a yes answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded.

	YES	NO
1. Is the organization involved in litigation now or within the last two years?	___	___
2. Is the Executive Director involved in litigation?	___	___
3. Are any members of the Board of Directors unable to be bonded?	___	___
4. Are any key staff members unable to be bonded?	___	___
5. Have any unfavorable rulings been handed down by the courts against your agency?*	___	___
6. Have any unfavorable rulings been handed down by the courts against the program director?*	___	___
7. Has the agency or program director ever been cited for improper management?	___	___
8. Has the agency or program director ever had public or foundation funds withheld?	___	___
9. Has the agency ever had their non-profit Status revoked or withheld?	___	___

*If yes, indicate case number, court, and date of action.

Response Section:

FORM 7
REVENUE DISCLOSURE

_____ _____
Program Title Organization Name

SUMMARY OF FUNDING SOURCES

Funding Source	Amount	Contract Period	Services to be Provided

SUMMARY OF PROPOSALS SUBMITTED/PENDING

Funding Source	Amount	Contract Period	Services to be Provided