



SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY
240 Church Street, Salinas, California 93901 - (831) 775-5400
www.monterey.courts.ca.gov

REQUEST FOR PROPOSALS MCSC 09-10-002-JV

DATE: June 4, 2010

TO: **POTENTIAL PROPOSERS**

FROM: Superior Court of California, County of Monterey

SUBJECT **REQUEST FOR PROPOSALS**
The Superior Court, County of Monterey requests proposal from attorneys to provide services for court appointed counsel in Juvenile Dependency proceedings.

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

Project Title: Juvenile Dependency Court Appointed Counsel Program

RFP Number: MCSC 09-10-002-JV

QUESTIONS TO THE SOLICITATION E-MAIL: Questions regarding this RFP should be directed to carey.pearce@monterey.courts.ca.gov by **June 11, 2010, no later than 3 p.m. (Pacific Time)**

DATE AND TIME PROPOSAL DUE: Proposals must be received **no later than 4:00 p.m. (Pacific Time) on Monday June 28, 2010.**

SUBMISSION OF PROPOSAL: Proposals must be sent or delivered to:
Superior Court of California, County of Monterey
Attn: Carey Pearce, Financial Analyst
240 Church Street, East Wing, Room 121
Salinas, CA 93901

CONTACT FOR FURTHER INFORMATION: Carey Pearce, Financial Analyst
Phone: (831) 775-5449
carey.pearce@monterey.courts.ca.gov

1.0 INTRODUCTION

1.1 Issuing Body

The Superior Court of California, County of Monterey (“Court”) is issuing the Request for Proposal (“RFP”) for competitive bids from highly qualified service providers for court appointed counsel services in juvenile dependency proceedings.

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. Scope of Services
5. Attachments

Attachment A - Contract Terms and Conditions

Attachment B - Acceptance of RFP’s Contract Terms and Conditions

Attachment C - Service Provider Certification Form

1.3 Project Overview

The Court is requesting proposals from highly qualified service providers to provide high-quality, cost-effective legal representation in juvenile dependency proceedings.

1.4 Contracts to be awarded

The Court will award the number of contracts needed to ensure complete coverage to indigent parties requiring legal representation in juvenile dependency proceedings. The Court will accept proposals for the following services set forth and further described in Section 4.0.

1.5 Term of Contract

The contract will be awarded for a period of (2) years; July 1, 2010 through June 30, 2012, with the option to extend the contract for one (1) year.

The one (1) year extension is at the sole discretion of the Court. Unless this option is affirmatively exercised in writing by the Court within thirty (30) days of the expiration date of the contract, the contract will be deemed terminated as of the expiration date and the Court will have no further obligation to the service provider. The start date will be mutually agreed upon by both parties. The extension of services shall be contingent upon successful negotiation of costs pass-through and services adjustments mutually agreeable to both parties.

2.0 PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule

The Court has developed the following list of key events from the time of the issuance of this RFP through the intent to award contract. All dates are subject to change at the discretion of the Court.

EVENT	KEY DATE
RFP issued	June 4, 2010
Deadline for questions to solicitations: carey.pearce@monterey.courts.ca.gov	June 14, 2010, no later than 4:00 p.m., (Pacific time)
Answers To Questions posted: www.monterey.courts.ca.gov	June 15, 2010
Proposal due date and time	June 28, 2010 no later than 4:00 p.m. (Pacific time)
Notice of Intent to Ward (estimate only)	July 9, 2010
Contractor to begin service	August 1, 2010

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as “Court website”:

www.monterey.courts.ca.gov

2.1.1 Contact List

Submittal Contact: Superior Court of California, County of Monterey
Carey Pearce, Financial Analyst
240 Church Street, East Wing, Room 121
Salinas, CA 93901

Contracting Officer: Superior Court of California, County of Monterey
Rosalinda Chavez, Assistant Court Executive Officer
240 Church Street
Salinas, CA 93901

Court Executive Officer Superior Court of California, County of Monterey
Connie Mazzei, Court Executive Officer
240 Church Street
Salinas, CA 93901

2.1.2 Confidential or Proprietary Information

The Superior Court of California, County of Monterey is subject to California Rule of Court, rule 10.500, which governs public access to judicial administrative records (“Rule 10.500”). Under Rule 10.500(f)(10), records “that contain trade secrets or privileged or confidential commercial and financial information submitted in response to a judicial branch entity’s solicitation for goods or services or in the course of a judicial branch entity’s contractual relationship with a commercial entity” are not subject to public disclosure. If a proposer’s proposal 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 judicial administrative records. If the Court finds or reasonably believes that such material is not exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a proposer 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

Service providers submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a service provider 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

Service providers interested in responding to this solicitation may submit questions on procedural matters or requests for clarification or modification of this solicitation document, including questions regarding the Terms and Conditions in Attachment A of this RFP to the Project Manager. If the service provider is requesting a change, the request must set forth the recommended change and the service provider’s reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court’s responses on the Court website.

If a service provider's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the service provider may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the service provider 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 service provider will be notified.

2.2.2 Ambiguity, Discrepancies, Omissions

If a service provider submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the service provider shall immediately provide the Court with a written notice of the problem and request that the Court clarify or modify this solicitation document. Without disclosing the source of the request, the Court may modify the solicitation document by issuing an addendum to all the service providers to whom it was sent or by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a service provider submitting a proposal knows of or should have known of an error in the RFP, but fails to notify the Court of the error, the service provider shall propose at its own risk, and if the service provider is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Contact with Court

Service providers 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.

2.2.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Court's website. If any potential service provider determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all 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 (the “Proposal Closing Time”) at the address listed in Section 2.1.1 for the Submittal Contact:

- One (1) unbound original of the technical proposal and a separate unbound original of the cost proposal;
- Four (4) bound hard copies of both the technical proposal and the cost proposal;
- One (1) electronic copy of the technical proposal in MS Document or PDF format, and one electronic formatted copy of the cost proposal in Excel.

All proposals must be submitted in a sealed envelope. The envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer’s name. The cost proposal must be included in a separately sealed envelope within the sealed technical proposal envelope, and should be marked with “Cost Proposal” and the proposer’s name. The hard copies and electronic copies of the technical proposal must not include any pricing information. One copy of the proposal will be retained for the Court’s official file and become public record. .

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.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, 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. **Postmarks are not relevant.**

2.3.2 Amendment or Withdrawal of Proposal

A service provider 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 service provider may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Submitted proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.3.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer

must immediately notify the Submittal Contact listed in Section 2.1.1 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 service provider’s proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer 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 proposer’s intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

2.3.5 Authorized Signatures

Proposals must include the service provider name, address, telephone and facsimile numbers, email address, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the service provider and include the name, title, address, email address, and telephone number of the individual who is the proposer’s designated representative.

2.3.6 Validity Period of Proposals

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

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 service providers will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name or experience of the individual members will not be made available to any service provider. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.5.

Service Providers satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.6. The Evaluation Committee will 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 meet the minimum qualifications of Section 2.5, 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.

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.

The Court reserves the right to negotiate with individual proposers 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 proposers 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 service providers 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 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer’s representative to answer questions during the evaluation process with regard to the service provider’s proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and the resources of the service provider and any proposed subcontractors):

No.	Minimum Qualifications
1	Service provider must be a licensed attorney to practice law in the State of California and an active member of the State Bar of California (Refer to <u>Attachment C</u>).
2	Service provider must have recent juvenile dependency proceedings experience in which the attorney has demonstrated competence in representing his/her clients as described in section 4.0 of this RFP.
3	Service provider any of its proposed subcontractors are not currently under suspension or debarment by any state or federal government agency and neither service provider nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Service Provider Certification Form).
4	Service provider must have all required licenses and permits to operate in the State of California.
5	Service provider must meet and agree to all insurance requirements stated in the Terms and Conditions. (<u>Attachments A and B</u> of this RFP.)

Service Providers 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 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.

1. Technical Proposal
 - a. Responsiveness to the proposal
 - b. Qualifications pursuant to California Rule of Court, rule 5.660 and Superior Court of California, County of Monterey Local Rules of Court, rules 3.19 through 3.21.
 - c. Experience and expertise on similar assignment
 - d. Certification Requirements
 - e. References
2. Cost (Fee) Proposal

2.7 Interviews and Negotiations

2.7.1 Interviews

If the Court determines that interviews or presentations are required to clarify aspects of a proposal, the Court will notify the proposer in writing of the date, place, time and format of the interview or presentation or the interview may be conducted by a telephone call. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.7.2 Negotiations

If the Court desires to enter into negotiations, the Court, at its discretion, will do so with one or more proposers. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers 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 Attachment A, Terms and Conditions. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOOD OR SERVICES.** Payment is made based upon completion of services as provided in the contract between the Court and any selected service provider.

2.8 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract(s). Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section 4.0 and the Terms and Conditions in Attachment A, and provide a certificate of insurance in conformance with the requirements set forth in the Attachment A Terms and

Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.9 Protest Procedures

2.9.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.9, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.9.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor **must** have exhausted all administrative remedies specified in Section 2.2.1, Request for Clarification or Modifications; Section 2.2.2, Ambiguity, Discrepancies, Omissions; Section 2.2.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.9.3 After Award

A service provider 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:

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

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.9.4 Form of Protest

A service provider who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, email 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 shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the 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 other 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 Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the 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 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the service provider within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the service provider. 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.

2.9.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or

- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

- c. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address, email address, telephone and facsimile numbers of the service provider filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) 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 will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.9.8 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 efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

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

3.0 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.

The contents of the proposal must appear in the order set forth below and must contain the information as specified. The absence or inadequacy of such information may be grounds for the Court to determine that the proposal is non-responsive.

3.1 Proposal Content

3.1.1 Letter of Introduction

The proposer shall include a one-page Letter of Introduction with the following information:

- a. Proposer's complete name, bar number and address, telephone and fax number and email address;
- b. Federal tax identification number;
- c. A statement as to whether the proposer is an individual, partnership, corporation, or public agency;
- d. If the response to the RFP is a joint venture, this must be so stated in the letter of introduction. The letter of introduction must name the person or persons who will be authorized to make representations for the proposer, their mailing and email address, telephone and fax numbers. The letter and proposal must be signed by a duly authorized representative;
- e. Principal Type of Business;
- f. Location of office and client interview facility;
- g. Description of services to be provided to meet the Scope of Services requirements, as described in Section 4.0 of this RFP.

3.1.2 Resume and/or narrative

Resumes must be included that describe the proposer's background and experience, including but not limited to:

- a. Education and Background;
- b. Experience and Training
 1. Describe experience in conducting similar services as described in Section 4.0 of this RFP.
 2. Describe how services will be provided to clients who use English as their second language or are monolingual Spanish-speaking.
 3. Describe how courtroom coverage will be provided, based on the information provided.
 - A description of how calendaring conflicts with both local non-dependency and out-of-county cases, if applicable, will be avoided, and
 - Indicate if substitute representation will be provided; if so describe how substitute presentation will be provided when assigned counsel is unavailable due to vacation, illness, or other unavoidable absence. Substitute counsel must be prepared to address substantive case issues in order to avoid court delay.

- If applicable, a list of proposed substitute counsel must be included in the Plan.
4. Describe how or if the proposer has or will meet the Certificate of Competency requirements.
 5. Describe how or if the proposer has or will meet continuing education requirements.
- c. References

Provide the names, addresses, and telephone numbers for a minimum of three (3) references for whom the Service Provider has provided similar products and services within the last 3 years. The Service Provider should include a brief description of the scope of products and 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 Service Provider'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.

3.2 Cost Proposal

3.2.1 Government Rates

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

3.2.2 Cost Proposal

The proposal should include the proposer's fee schedule.

3.3 Required Proposal Forms and Documents

3.3.1 Required Forms

- (a). Acceptance of RFP's Contract Terms and Conditions – Attachment A.
- (b). Service Provider Certification Form – Attachment C to this RFP.

3.3.2 Acceptance of Terms

The service provider’s proposal must indicate in Attachment B whether the service provider accepts the Terms and Conditions in Attachment A, or whether the service provider takes any exception to those terms. The service provider will be deemed to have accepted such Terms and Conditions, except as is expressly called out in the service provider’s proposal. If exceptions are taken, service provider must submit a “redlined” version of the Terms and Condition showing all modifications proposed by the service provider.

The service provider must provide an explanation as to why the modification is required. The service provider’s willingness to accept the Terms and Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the service provider’s proposal.

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

4.0 SCOPE OF SERVICES

4.1 General Information

The Superior Court of California, County of Monterey Juvenile Dependency Court conducts hearings as described in Welfare and Institution Code sections 300 et seq. (Juvenile Dependency proceedings).

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

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

The mission of the Juvenile Dependency Court of the Superior Court of California, County of Monterey is to protect children, preserve families, and provide permanency for children while treating all with dignity and respect.

4.2 Scope of Services

The Attorney will provide court-appointed legal representation to indigent parents or guardians or minors in juvenile dependency actions. Juvenile Dependency hearings are generally held in the Salinas Division.

4.2.1 Court Appointed Attorney in Juvenile Dependency Proceedings

Proposer will provide legal representation as necessary to comply with Federal and State Constitutions, statutes and rule of court requirements, including but not limited to:

- Welfare and Institutions Code section 317;
- Welfare and Institutions Code section 366.26;
- Code of Civil Procedure section 372 et seq. arising from Welfare and Institution Code Juvenile Dependency proceedings;
- California Rules of Court <http://www.courtinfo.ca.gov/rules/>
- Monterey County Local Rules of Court- Chapter 3
www.monterey.courts.ca.gov/RulesOfCourt.aspx

4.2.2 Attorney Minimum Requirements - Certificate of Competency

The Court will require evidence of competency from all attorneys appointed to represent a party in a juvenile dependency proceeding as pursuant to California Rule of Court, rule 5.660 and Superior Court of California, County of Monterey Local Rule of Court, rules 3.19 - 3.21.

The Court will deem an attorney competent upon evidence that the attorney has complied with the minimum requirements as set forth below and upon the Court's approval and acceptance of the Certificate of Competency.

1. Completed a minimum of eight hours of training in child development, child abuse and neglect, substance abuse, domestic violence, family reunification and preservation, and reasonable efforts; or
2. At least six (6) months of recent experience in dependency proceedings in which the attorney has demonstrated competency;
3. Within every three years, attorney must complete at least eight hours of continuing education related to dependency proceedings.

Attorneys who have been previously certified by the court shall submit a new Certificate of Competency to the court on or before January 31st of the third year after the year in which the attorney was first certified.

4.2.3 Court Appointed Representation - Parties

A proposer may submit separate proposals to provide legal representation to one or all of the following three (3) groups. However, a proposer will be awarded a contract to primarily represent one (1) of the three (3) groups. When the Attorney declares a conflict on a primary assignment, the Court may appoint the Attorney to represent one of the other groups as described below.

However, a proposer will be awarded a contract to represent only one (1) of the three (3) groups.

1. Mothers and Female Guardians Group

One or more comprehensive contracts will be awarded for juvenile dependency representation for:

- a. Indigent “mothers”(female mother(s)/de facto parent(s)/guardian-ad-litem as appointed by the Court and
- b. Where the first court appointed attorney has declared a conflict in representing the “mother”, the Court may appoint the Attorney to represent the “father” (male father(s)/de facto parent /guardian ad-litem).

2. Fathers and Male Guardians Group

One or more comprehensive contracts that will be awarded for juvenile dependency legal representation for:

- a. Indigent “fathers”(male fathers, /guardians, or custodians) as appointed by the Court; and
- b. Where the first court appointed attorney has declared a conflict in representing the “Father”, the Court may appoint the Attorney to represent the “mother” (male father(s)/de facto parent /guardian ad-litem).

3. Child(ren) Group

One or more contracts for individual case assignments, e.g. per case, typically that will be awarded for juvenile dependency legal representation for:

- a. Indigent “Child” or Children, the Attorney will be appointed to provide representation to a child or children (siblings) in a case

except where an ethical conflict prevents the Attorney from accepting the appointment.

4.2.4 Conflicts

1. “Mother” or “Father”
 - a. Should the Court appoint an Attorney in a case to represent a “Mother” or “Father” and the Attorney declares a conflict in which precludes the Attorney from accepting the appointment, the court may, at its discretion, appoint the Attorney to represent the child/children in another case.
 - b. Should the Court appoint an Attorney in a case to represent an indigent parent, the Attorney has the discretion to decline the appointment.

4.3 Attorney Representation Requirements - Generally

4.3.1 The Attorney shall represent the client with applicable legal and ethical boundaries and shall provide the services set forth below but not limited to:

- a. Prepare, attend and represent client in all juvenile dependency court hearings. (Detention/ Initial Hearings, Jurisdiction, Disposition, Six-Month, Twelve Month, Eighteen-Month, and Selection and Implementation Hearings, Oral Reviews, Other Periodic Reviews, 387 & 388 Petitions, 827 Petitions and Other Motions).
 - b. Appear at hearing, advocate for appropriate services, findings and orders, and inform the court if the matter will be contested.
 - c. Prepare and submit trial briefs prior to contested hearings.
 - d. Prepare client to testify as a witness.
 - e. Counsel and advise client regarding hearing results and current options.
 - f. Prepare and file custody orders as ordered by the Court.
 - g. Prepare and file writ, notice of appeal, and or request for rehearing, if any.
- 4.3.2 Personally explain to the client the nature of the attorney-client relationship, the nature of the proceedings and possible case outcomes.

- a. Elicit client's preferences.
- b. Advise the client.
- c. Attempt settlement (negotiates with counsel and/or social worker; participate in pre-trial conferences, if applicable).
- d. File pleadings, motions, responses, or objections as necessary.

4.3.3 Interviews and investigation

- a. Attorney shall thoroughly and completely investigate the accuracy of the allegation of the petition or moving papers and court reports filed in support thereof.
- b. Conduct comprehensive interviews with the client to ascertain his or her knowledge of and/or involvement in the matters alleged or reported; interview care takers, neighbors, relatives, coaches, clergy, mental health professionals, physicians and law enforcement officers.
- c. Contact social workers and other professionals (consult experts, research law, if child client, investigate other legal needs of the child) associated with the case to ascertain if the allegation and/or reports are supported by accurate evidence and reliable information.
- d. Obtain such other facts, evidence or information as may be necessary to effectively present the client's position to the Court.

4.3.4 Additional Attorney Requirements for Parent

- a. Investigate and evaluate the parent's environment (home, relatives home, shelter, etc.).
- b. Observe the parents' interaction with the child(ren), after obtaining permission from counsel for the parent(s).
- c. Observe for any special needs of the parent relating to his or her ability to understand and participate in the court process, including making a determination as to whether or not a guardian ad litem is necessary.

4.3.5 Additional Attorney Requirement for Child(ren)

- a. A primary obligation of the child's attorney is to advocate for the protection, safety, and physical and emotional well-being of the child.
- b. Visit child at each new placement when ever feasible.

- c. Personally visit with the child in a non-court setting prior to court hearings.
- d. Observe the child’s interaction with the parents or other caretakers.

4.3.6 Reports

- a. Prepare clear and concise reports, correspondence, evaluations and recommendations.
- b. Provide timely notice to appropriate parties.
- c. Documents required to be filed with the Court shall be filed 48 hours (2 days) at the Superior Court Clerk’s Office during regular work hours.

4.4 Case Workload

Juvenile Dependency Filings

2007	Original Petition	219
	Subsequent	19
	Placement	7
	Adoption	57
2008	Original Petition	140
	Subsequent	8
	Placement	17
	Adoption	29
2009	Original Petition	123
	Subsequent	9
	Placement	11
	Adoption	41

4.5 Administrative Office of the Courts (AOC) Data Collection Reports.

Attorney **must** comply with monthly court-appointed counsel data collection AOC requirements.

The monthly report will consist of:

- (a). MONTHLY NEW CASE REPORT
 - (1). New cases appointed.
 - (2). Case number.
 - (3). Client type (parent or child).
 - (4). Number of children in sibling group

(b). MONTHLY CLOSED CASE REPORT

(1). Cases closed or transferred by case number.

The report will be submitted in electronic format to email SuperiorCourtJuv300@monterey.ca.gov, on the 10th day of each month. Data collection forms will be distributed electronically to each court-appointed counsel provider.

(End of RFP Process)

Attachment A to RFP

A contract, if awarded, will include at a minimum the following provisions:

CONTRACT TERMS AND CONDITIONS

I. SERVICES TO BE PROVIDED

- 1.01. Attorney Services.** Attorney is required to provide representation to children appointed to Attorney at the discretion of the Court except where an ethical conflict prevents Attorney from accepting the appointment. The Court may also appoint Attorney for representation of an indigent adult in some cases; however, which Attorney will have the discretion to decline for any reason. The Attorney shall provide the legal services set forth in this Agreement, including those specified in the Request for Proposals MCSC- 09-10-002-JV, Section 4.0, Scope of Services.
- 1.02. Qualifications.** At all times during the provision of professional services pursuant to this Agreement, the Attorney shall be and remain a member in good standing of the State Bar of California. The Attorney, and any other attorney whom Attorney uses to perform services under this Agreement as a subcontractor or to make a special appearance, shall have submitted a Certification of Competency to the Court and shall have been deemed competent by the Court to practice before the juvenile court in dependency cases. (Superior Court of California, County of Monterey Local Rules, rule 3.19(B) and rule 3.21.) The Attorney, and any other attorney whom Attorney uses to perform services under this Agreement as a subcontractor or to make a special appearance, shall comply with the continuing education requirements of California Rules of Court, rule 9.31 and State Bar of California MCLE "Regular" Requirement Rule 2.1. The Attorney will immediately notify the Court if Attorney's or a subcontractor's credentials become compromised.
- 1.03. Training for Staff.** The Attorney shall ensure that sufficient training is provided to his or her staff, to enable them to perform effectively and to increase their existing level of skills in the performance of this Agreement.
- 1.04. Expert Personal Services.** It is expressly understood by the parties to this Agreement that the Court is purchasing the expert personal services of the Attorney. Any other attorneys used by the Attorney must be approved by the appointing Court

prior to referral in accordance with the subcontractor requirements set forth below. However, the Attorney may, without prior approval of the Court, use a duly licensed and appropriately qualified attorney for a special appearance(s) when Attorney is ill, on vacation, or in an emergency situation.

1.05. Subcontractor Requirement. Attorney may not subcontract with another attorney for performance of the work under this Agreement without the prior written consent of the Court. Notwithstanding any such subcontract, Attorney shall continue to be liable for the performance of all requirements under this Agreement. Attorney agrees that any and all contract agreements entered into for performance of the work under this Agreement shall be in writing, shall include the nondiscrimination, harassment prevention policy and compliance provisions set forth in Section VII of this Agreement, and shall provide insurance coverage for subcontractor or require subcontractor to maintain insurance coverage such that subcontractor's services are insured under the terms and conditions set forth in Section IV of this Agreement. Any such subcontract shall be attached as an exhibit to this Agreement and incorporated by reference hereto.

1.06. Attorney Client Relationship. The Attorney's relationship to parties assigned to him or her shall be that of attorney and client.

1.07. Facilities and Supplies. The Attorney shall provide all necessary supplies, equipment, and support staff for the performance of his duties under this Agreement except as provided herein. Other than as stated herein, the Court will not provide for Attorney's use of copy machines, fax machines, telephones, or other type of office support equipment. The Attorney may not use any Court's facilities, Court letterhead, supplies, or resources for any purpose without the written consent of the Court. If needed, the Attorney may arrange with the Court to use a room at the courthouse in Salinas or Monterey to conduct interviews. No room in a courthouse is exclusively and permanently dedicated for the use by the Attorney.

1.08. Access to Court Facilities. The Attorney is allowed access to Court facilities based on the approved access control policy. "All contractors are permitted access to the Court during regular working hours from 7:30 AM to 5:00 PM, Monday through Friday, unless otherwise authorized by the Court's Executive Management or designee. Contractors will have access only through Express Lanes, Public Exterior Building Entrances and pre-approved general internal entrances."

1.09. Data Collection Reports

Attorney **must** comply with monthly court-appointed counsel data collection Administrative Office of the Courts requirements. **The Attorney's failure to comply with this Subsection may constitute a material breach of this Agreement.**

The monthly reports will consist of:

(a). MONTHLY NEW CASE REPORT

- (1). New cases appointed.
- (2). Case number.
- (3). Client type (parent or child).
- (4). Number of children in sibling group.

(b). MONTHLY CLOSED CASE REPORT

- (1). Cases closed or transferred by case number.

The report will be submitted in electronic format to email SuperiorCourtJuv300@monterey.ca.gov, on the 10th day of each month. Data collection forms will be distributed electronically to each court-appointed counsel provider.

II. PERFORMANCE

- 2.01. Level of Services.** The Attorney shall meet the contracted level of service and the specified performance standards unless prevented from doing so by circumstances beyond the Attorney's control, including but not limited to natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.
- 2.02. Standards of Representation.** The Attorney shall perform all work required by this Agreement in a competent manner and in conformity with the highest professional standards and practices.
- 2.03. Compliance with Law.** The Attorney shall fully comply with all applicable laws, rules, and regulations in providing services pursuant to this Agreement.

III. PAYMENTS BY THE COURT

- 3.01. Payments by Court.** Subject to the limitations set forth herein, the Court through the Court Finance Unit shall pay the Attorney a Case fee [to be determined], Trial (contested hearing) [to be determined] per case, a hearing fee [to be determined], and Extraordinary fees, payable on or before the fifteenth day of each month during the term of this Agreement for those services rendered in the immediately preceding month pursuant to this Agreement. Warrants for payment shall be made in the name of [to be determined].
- 3.02. Juvenile Dependency Court Per Case Fee Schedule.** The compensation to be paid by the Court to Attorney during fiscal years **July 1, 2010 through June 30, 2011** and fiscal year **July, 1 2011 through June 30, 2012** consists of:

(a). Per Case Fee [to be determined]: This includes all legal services provided until the dismissal of the case or transfer of the case to another jurisdiction, and includes all hearings occurring within six months of the Attorney’s appointment, including detention hearings, jurisdictional hearings, dispositional hearings and interim oral review hearings, but excluding trial and extraordinary services as defined below. **The case fee must be billed within 30 days after the jurisdictional hearing, however, all billing must be submitted no later than July 15th following the end of the fiscal year on June 30th. TIME IS OF THE ESSENCE in receiving Attorney fee bills. Fees not timely billed will not be compensated. The Attorney’s failure to comply with this Subsection may constitute a material breach of this Agreement.**

(b). Trial (contested hearing) fee [to be determined] per case: This is for trials lasting four hours or less; additional trial hours above four hours will be compensated at the rate to be determined for trial regardless of the number of cases or clients represented, with minimum billing increments of .12 of an hour.

(c). Hearing fee [to be determined]: This is for all uncontested hearings, excluding continued hearings, occurring more than six months after the appointment, including 6-month reviews, 12-month reviews, 18-month reviews, periodic reviews, interim reviews, selection and implementation hearings, and 387, 388 and 827 petitions. Continued hearings will be billed for only one hearing fee and only after the matter that was continued is actually heard.

(d). Extraordinary fees: This is for services rendered above and beyond that which are normally involved in representing dependency clients as set forth in Request for Proposals, #MCSC-09-10-002-JV, Section 4.0, Scope of Services but excluding preparation of writs which will be considered for extraordinary fees; extraordinary services will be compensated at the rate to be determined regardless of the number of clients. Except for exigent matters requiring the immediate attention of the Attorney to fulfill his or her duty to the client, **all extraordinary services must be approved upon declaration and court order in advance of the services.** Compensation for exigent services not approved in advance by court order will be limited to no more than two hours.

NOTE: All trial, hearing and extraordinary fees and expenses must be billed within 30 days of the conclusion of the trial, hearing or extraordinary services, however, all billing must be submitted no later than July 15th following the end of the fiscal year on July 30th. TIME IS OF THE ESSENCE in receiving Attorney fee bills. Fees and expenses not timely billed will not be compensated. The Attorney’s failure to comply with this Subsection may constitute a material breach of this Agreement.

The Attorney shall be liable for all payments owed subcontractors and any other attorney used by the Attorney pursuant to Section 1.05 from this amount.

3.03. Extraordinary Expenses. The foregoing payments shall include all ordinary

expenses incurred in representing parties, as assigned counsel pursuant to the terms of this Agreement. It is understood that the compensation pursuant to this Agreement is sufficient to cover ordinary expenses, and that those ordinary expenses are included in the contract maximum payment specified in Section 3.02, above. Upon Court order, the Attorney may be allowed additional reimbursement for additional extraordinary expenses necessarily incurred as assigned counsel. For the purposes of this Agreement, extraordinary expenses shall include reasonable and necessary mileage and travel expenses of investigators when working beyond a 150 mile radius of their office, expert witness expenses, reasonable and necessary per diem expenses incurred by the Attorney and investigators as a result of a change of venue, interpreters appointed by the Court, and investigative and expert expenses in complex cases so identified by the Court. A copy of the relevant sections of the Administrative Office of the Courts Travel Rate Guidelines are attached and incorporated into this Agreement as Exhibit B.

IV. INDEMNIFICATION AND INSURANCE

4.01. Indemnification.

The Attorney shall indemnify, defend and hold harmless the Court, its officers, agents, and employees, Judicial Branch Entities and Judicial Branch Personnel, to the extent permitted by applicable law, from and against any and all claims, liabilities and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Attorney's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Court. "Attorney's performance" includes the Attorney's action or inaction and the action or inaction of Attorney's officers, employees, agents, and subcontractors.

For Attorney's acts, errors, or omissions which are covered by Attorney's Professional Liability insurance, Attorney will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Attorney, or any of its Subcontractors, but not for Court's proportionate share of liability.

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

For the purposes of this Agreement "Judicial Branch Entity" means any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of the Courts, and "Judicial Branch Personnel" means

members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, consultants, and volunteers of a Judicial Branch Entity.

4.02. Insurance Limits. Without limiting Attorney's duty to indemnify, Attorney shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and

(b) Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence; and

(c) If Attorney employs others in the performance of this Agreement, Attorney shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability; and

(d) Professional liability insurance in the amount of not less than \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

4.03. General Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the Court and authorized by law to transact insurance business in the State of California. Commercial general liability insurance and comprehensive automobile liability insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date Attorney completes its performance of services under this Agreement. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Attorney shall obtain extended reporting coverage ("Tail coverage") providing coverage for at least four years following the expiration or earlier termination of this Agreement.

Each liability policy shall provide that the Court shall be given notice in writing at least ten (10) days in advance of any reduction in coverage, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Judicial Branch Entities and Judicial Branch Personnel as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Court and that the

insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.

Prior to the execution of this Agreement by the Court, Attorney shall file certificates of insurance with the Court's Contract Administrator, showing that the Attorney has in effect the insurance required by this Agreement. The Attorney shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. The Court may request proof of the insurance coverage required under this Agreement at any time and Attorney will send the certificate to the Court within five (5) business days. Any lapse in coverage or failure by Attorney to maintain such insurance is a material breach of this Agreement, which entitles the Court, in its sole discretion, to immediately terminate this Agreement.

- 4.04.** For the purposes of this Agreement "Judicial Branch Entity" means any Superior Court, Court of Appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts, and "Judicial Branch Personnel" means members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, consultants, and volunteers of a Judicial Branch Entity.

V. RECORDS AND CONFIDENTIALITY

- 5.01. Confidentiality.** The Attorney and his or her employees, agents, and subcontractors shall comply with any and all applicable federal, state, or local laws which provide for the confidentiality of records and prohibits their being opened for examination for any purpose without proper court or client authorization. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by the Attorney from access to any such records and from contact with its clients and complainants shall be used by the Attorney only in connection with its conduct under this contract.

- 5.02. Maintenance and Availability of Records.** The Attorney shall prepare and maintain all reports and records that may be required by federal, state, or county rules and regulations, and the Court's Contract Administrator, and shall furnish such reports and records to the Court and to the state and federal governments, upon request in compliance with applicable rules of confidentiality.

Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000 the parties to this Agreement may be subject to the examination and audit of the State Auditor, at the request of the Court or as part of any audit of the Court, for a period of three years after final payment under the Agreement. The audit will be confined to those matters connected with the

performance of this Agreement, including but not limited to the costs of administering the Agreement.

- 5.03. Retention of Records.** The Attorney shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for the minimum period as required by law or the professional rules for the retention of client records, but, in no event for less than a minimum of three years from the date the dependency action is dismissed or transferred to another jurisdiction.
- 5.04. Court Case Files.** The Attorney shall not remove a Court case file from the Court's offices.

VI. TERM and TERMINATION OF THE AGREEMENT

- 6.01. Term.** The contract will be awarded for a period of (2) years; July 1, 2010 through June 30, 2012, with the option to extend the contract for one (1) year. The one (1) year extension is at the sole discretion of the Court. Unless this option is affirmatively exercised in writing by the Court within thirty (30) days of the expiration date of the contract, the contract will be deemed terminated as of the expiration date and the Court will have no further obligation to the service provider. The start date will be mutually agreed upon by both parties. The extension of services shall be contingent upon successful negotiation of costs pass-through and services adjustments mutually agreeable to both parties.
- 6.02. Termination for Convenience.** The Court or Attorney may terminate this Agreement, in whole or in part, without cause and for convenience by providing the other party with thirty (30) days prior written notice specifying the extent of termination and the effective date thereof. If necessary, the parties will discuss payment and performance of any services outstanding at the proposed date of termination.
- 6.03. Termination for Cause.** The Court may, by written notice to Attorney, terminate this Agreement in whole or in part immediately upon occurrence of either of the following events (Default): 1) any of the representations or warranties set forth in the Agreement become untrue at any time during the term of this Agreement; or 2) Attorney fails or is unable to meet or perform any of its duties under this Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Attorney will notify Court immediately of events constituting a Default, or events which if left uncured would constitute a Default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a Default. Whether or not any failure by Attorney is capable of cure, or is cured, is within the sole discretion of the Court. If necessary, the parties will discuss performance of any services outstanding at the date of termination.
- 6.04.** Either party hereto may terminate this Agreement at any time by giving notice in writing to the other party, which notice will be effective upon dispatch, should the

other party file a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, go into liquidation or receivership, or otherwise lose legal control of its business.

- 6.05. Material Breach.** The Court may cancel and terminate this Agreement for material breach effective immediately upon written notice to Attorney. “Material breach” includes but is not limited to the failure of Attorney to perform an essential requirement of this Agreement that: (1) causes substantial harm to the interests of the Court; or (2) substantially deprives the Court of a substantial benefit it reasonably expected under the Agreement. A breach of contract may be deemed “material” if cumulative effect of nonmaterial breaches is material. Upon termination, for material breach, the Court agrees to pay Attorney for all services performed prior to termination that meet the requirements of this Agreement.
- 6.06. Gratuities.** The Court may, by written notice to the Attorney, terminate this Agreement upon one (1) calendar day’s notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Attorney, or any agent or representative of the Attorney, to any officer or employee of the Court with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement; provided, that the existence of the facts upon which the Court makes such findings shall be in issue and may be reviewed in any competent Court. In the event of such termination, the Court shall be entitled to pursue the same remedies against the Attorney as it could pursue in the event of default by the Investigator.
- 6.07. Drug Court.** This Agreement may be terminated or renegotiated on 90 days written notice by either party if the Court implements a Family Drug Court during the duration of this Agreement. Such notice must be given within thirty days of the implementation of a Family Drug Court.
- 6.08. Change in Funding or Conditions.** Notwithstanding any other provision of this Agreement, in the event the State does not appropriate sufficient funds for the services that are to be provided under this Agreement, the Court may, at its sole option and upon thirty (30) days prior written notice to the Attorney, take any of the following actions: (1) terminate this Agreement; (2) amend this Agreement to reduce the level of compensation and reduce the scope of services accordingly; or (3) amend this Agreement to include any additional restrictions, limitations, or conditions enacted by the state legislature and contained in a budget bill or statute enacted by the legislature which affect the terms and conditions of this Agreement.

VII. NON-DISCRIMINATION and HARASSMENT PREVENTION

- 7.01. Non-Discrimination.** During the performance of this Agreement, the Attorney shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40),

sex, or sexual orientation, either in the Attorney's employment practices or in the furnishing of services to recipients. The Attorney shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

7.02. Harassment Prevention Policy. During the performance of this Agreement, the Attorney shall not tolerate harassment in the workplace or in a work-related situation based on an individual's race, color, religion, gender, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or any basis protected by law, or based on a perception that an individual has any of these characteristics, or based on a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. Such harassment may include, but is not limited to, slurs; epithets; derogatory jokes; degrading comments; gestures or physical conduct; or threats that an employee's job, advancement, compensation, assignment, or other benefit is dependent on submission to sexual demands or on toleration of harassment. The Attorney shall insure that its employees and all persons receiving and requesting services are free of such harassment.

7.03. Compliance with Laws. During the performance of this Agreement, the Attorney shall comply with all applicable federal, state, and local laws and regulations which prohibit discrimination and harassment, all as periodically amended, including but not limited to the following:

- California Fair Employment and Housing Act, Gov. Code sections 1290 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations sections 7285.0 et seq. (Division 4 Fair Employment and Housing Commission);
- Gov. Code sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
- Federal Civil Rights Act of 1964 (see especially Title VI, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- The Rehabilitation Act of 1973, sections 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR, Part 84); and all guidelines and interpretations issued pursuant thereto;
- Unruh Civil Rights, Act, Calif. Civil Code sections 51 et seq.
- The Americans with Disabilities Act, 42 U.S.C. sections 12101 et seq.

Attorney may satisfy the requirements of equal access to facilities through the use of Court facilities by arrangement with the Contract Administrator and the AOC.

- 7.04. Binding on Subcontractors.** The provisions of paragraphs 7.01 - 7.03 shall also apply to all of the Attorney's subcontractors. The Attorney shall include the nondiscrimination, harassment prevention policy and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

VIII. Limitation of Liability

- 8.01.** In no event will the Court or any court agent or Judicial Branch Entities and Judicial Branch Personnel be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.
- 8.02.** In no event will the Court and any court agent's or Judicial Branch Entities and Judicial Branch Personnel aggregate liability for direct damages to Attorney arising out of or related to this agreement for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence and strict liability), exceed the amounts payable hereunder in the twelve (12) months prior to the date the cause of action arose.
- 8.03.** The limitations of liability contained in this section reflect a deliberate and bargained for allocation of risks between the parties and are intended to be independent of any exclusive remedies available under this agreement, including any failure of such remedies to achieve their essential purpose.

IX. Dispute Resolution

- 9.01.** The parties will attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either party may submit a written demand to the other party at the earliest practicable time that the dispute is identified but no later than ten (10) days after the dispute is identified (the "Demand"). The Demand will: (i) be fully supported by detailed factual information; (ii) state the specific Agreement provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand will include a written statement signed by an authorized person indicating that the Demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the adjustment for which the submitting party believes the other party is responsible. The receiving party will provide a written response within ten (10) days of receiving the Demand stating whether the receiving party accepts or rejects the Demand. Failure by the receiving party to provide such a response will be deemed a rejection of the Demand.

- 9.02. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.
- 9.03. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.
- 9.04. Pending final resolution of any dispute, Attorney agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Attorney's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

X. Warranties and Representations

- 10.01. **Performance Warranty.** The Attorney 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. The Attorney understands that Court relies on the accuracy, competence, and completeness of Investigator's services.
- 10.02. **Joint Representations and Warranties.** Each Party warrants it has the authority to enter into this Agreement, it may perform the obligations provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

XI. Default and Remedies.

- 11.01. **Default.** A default exists under this Agreement if the Attorney (A) makes a material misrepresentation in writing; or (B) fails or is unable to meet or perform any material promise in this Agreement and (1) is incapable of curing this failure, or (2) does not cure this failure within thirty (30) days following notice.
- 11.02. **Notice.** The Attorney will notify Court immediately if the Attorney defaults or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.
- 11.03. **Remedies.** (A) Available Remedies. In the event of a default, Court may do any of the following: (1) require the Attorney to enter into non-binding mediation; (2) terminate this Agreement in accordance with this Agreement, and seek any other available remedy at law or in equity; (3) reduce or suspend your Services; (4) reduce or withhold payment to the Attorney; and/or (5) seek any other available remedy under this Agreement or at law or in equity. (B) Remedies Cumulative. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy.

XII. GENERAL PROVISIONS.

12.01 Time of Essence. Time is of the essence in each and all of the provisions of this Agreement. Attorney acknowledges that Attorney will not be compensated for services not timely billed pursuant to Sections 3.02 and 3.03.

12.02 Contract Administrator. The Court Executive Officer or designee is designated by the Court as the Contract Administrator for this contract. All matters concerning this contract which are within the responsibility of Court shall be under the direction of or shall be submitted to the Court Executive Officer or such other court employee as the Court Executive Officer may appoint. The Court may, in its sole discretion, change its designation of the Contract Administrator and shall promptly give written notice to the Attorney of any such change.

12.03 Independent Contractor. Attorney and his or her officers, employees, and agents, in the performance of this Agreement, are independent contractors in relation to the Court and Judicial Branch Entities, and not officers or employees of the Court and Judicial Branch Entities. Nothing in this Agreement shall create any of the rights, powers, or privileges of an employee of the Court. The Attorney shall be solely liable for all applicable taxes, including, but not limited to, Federal and State income taxes and Social Security taxes, arising out of Attorney's performance of this Agreement. The Attorney shall not be entitled to receive from the Court and Judicial Branch Entities under this Agreement any compensation in the form of sick leave, vacation leave, or retirement benefits, or any other kind or type of employee benefits such as workers' compensation, unemployment compensation or insurance, social security benefits, or disability insurance benefits.

12.04 Disability. Upon disability or inability to accept assigned cases or to continue as assigned counsel in cases previously assigned, the Court, at its sole option, has the right to terminate this Agreement on written notice. The termination shall take effect immediately upon giving of the notice. The Attorney's refusal to accept assigned cases on grounds of conflict of interest among parties assigned or proposed to be assigned to attorney does not constitute "disability" or "inability" as used in this Agreement. An Attorney is disabled if Attorney is incapacitated, unable, or unwilling to perform their duties and the Attorney will not receive compensation while disabled. A temporary illness shorter than seven days duration will not be considered a disability.

12.05 Assignments. No Attorney has preference for assignments. The Court has discretion to make appointments and has no obligation to rotate the assignments that it makes in juvenile dependency matters. The Court, in its sole discretion, may cease assigning new cases to Attorney if Attorney is not in compliance with the terms and conditions herein, including but not limited to, Insurance, billing, and reporting.

12.06 Cooperation. If the Internal Revenue Service or any other federal or state governmental

agency should inquire about, question, or challenge the independent contractor status of Attorney with respect to the Court, the parties hereto mutually agree that: (i) each shall inform the other party hereto of such inquiry or challenge; and (ii) the Court shall have the right to participate in any discussion or negotiation occurring with the federal or state agency, without regard to who initiated such discussions or negotiations. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the Court may terminate this Agreement effective immediately upon written notice.

- 12.07 Non-Assignability.** Except as otherwise provided in this Agreement, none of the rights, privileges, interest, immunities, duties or obligations created by this Agreement are assignable or delegable.
- 12.08 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.
- 12.09 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.
- 12.10 Survival.** Termination or expiration of this Agreement will not affect the rights and/or obligations of the parties that arose prior to any such termination or expiration. Terms which shall survive any termination or expiration of this Agreement include, but are not limited to, Indemnity, Warranties, Confidentiality, Non-Assignability, and Maintenance and Availability of Records.
- 12.11 Severability.** The provisions of this Agreement will be effective in all cases unless otherwise prohibited by Applicable Law. The provisions of this Agreement are separate and severable. The invalidity of any Article, Section, provision, paragraph, sentence or portion of this Agreement will not affect the validity of the remainder of this Agreement.
- 12.12 Waiver of Rights.** Any action or inaction by either Party or the failure of either Party on any occasion, to enforce any right or provision of this Agreement, will not be construed to be a waiver by such Party of its rights under this Agreement and will not prevent such Party from enforcing such provision or right on any future occasion. Except as set forth herein, the rights and remedies of each Party under this Agreement will be cumulative and in addition to any other rights or remedies that such Party may have at law or in equity.
- 12.13 Governing Law and Venue.** The 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 and Attorney hereby irrevocably submits to the exclusive jurisdiction of the state and federal district courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

12.14 Force Majeure. Force Majeure events include, but are not limited to: (i) catastrophic acts of nature, or public enemy; (ii) civil disorder; (iii) fire or other casualty for which a party is not responsible; and (iv) 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. Attorney will have no right to additional payment for costs incurred as a result of a Force Majeure event. Any assertion of a Force Majeure event by Subcontractors will be attributed to Attorney.

12.15 Amendment. No alteration, variation, or amendment to the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto.

12.16 Notices. Notices to the parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY**

ATTORNEY

Connie Mazzei
Court Executive Officer
240 Church St.
Salinas, CA 93901

To be determined.

12.17 Exhibits. The following Exhibits are attached hereto and incorporated by reference:

(A). AOC Travel Guidelines

12.18 Integration. This Agreement, including the exhibit hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

Exhibit A
AOC TRAVEL RATE GUIDELINES FOR TRIAL COURTS

The AOC's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

Lodging – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings. Receipts for hotel lodging charges must be on a pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the internet are not valid receipts. In some instances, a hotel may decline to issue a receipt on their pre-printed bill head for lodging booked via the internet.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6
2. Lunch – Up to \$10
3. Dinner – Up to \$18

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler’s itinerary may be submitted in lieu of a receipt.

1. *The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.*
2. Mileage – Personal vehicle mileage is reimbursable at a rate of 44.5 cents per mile
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

Other Business Expenses – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

ATTACHMENT B

VENDOR’S ACCEPTANCE OF THE RFP’S CONTRACT TERMS

Mark the Appropriate Choice, below:

_____ Vendor accepts *Attachment 2 - Contract Terms*, without exception.

or

_____ Vendor proposes exceptions/modifications to *Attachment A - Contract Terms*. Summarize any and all exceptions to *Attachment A - Contract Terms*, below. Enclose both a red-lined version of *Attachment A - Contract Terms*, that clearly shows each proposed exception/modification, and provide written documentation to substantiate each proposed exception/modification.

Signature: _____

Project Title: Monterey County Dependency Representation
RFP Number: MCSC – JV10-

Print Name: _____

Title: _____

Date: _____

ATTACHMENT C

VENDOR CERTIFICATION FORM

I certify that _____ (Proposer), I am a licensed attorney to practice law in the state of California and an active member of the State of Bar of California.

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

Project Title: Monterey County Dependency Representation
RFP Number: MCSC – JV10-

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

Signature

Printed Name

Title

Date