

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

REQUEST FOR PROPOSAL

COURTHOUSE CHILDREN'S WAITING ROOM STAFFING



REQUEST FOR PROPOSAL NUMBER 2012-03

WRITTEN PROPOSALS DUE BY

TUESDAY, MAY 29, 2012 - 4:00 PM

Superior Court of California, County of San Mateo
400 County Center, 4th Floor
Redwood City, CA 94063
Attention: Timothy Gee, Contracts Administrator

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INTRODUCTION

The Superior Court of California, County of San Mateo provides to persons who come to conduct business at the courthouse with a drop-in children's waiting room. Currently this service is provided at the Hall of Justice in Redwood City and the Youth Services Center in San Mateo. The waiting rooms are operated on a non-licensed, drop-in basis and are available for the broadest age range of children possible. They are available to children of families having business in the courthouse (jury duty, custody hearings, trials, witnesses, etc.). In order to operate on a non-licensed basis, it is an absolute requirement that the adult responsible for the child using the facility remains available within the Hall of Justice building at all times. The waiting room service is free of charge to any and all users and is funded in part by a fee that is collected from filing fees by the Court.

The following is a description of the terms of the project, scope of work, and contractor selection process. Applicant's submission of a Proposal for this project will be considered applicant's agreement to comply with the terms and conditions as stated herein with the terms and conditions of the proposed contract that is included in this Request for Proposal.

1. GENERAL INFORMATION

1.1 Issuing Body

The Superior Court of California, County of San Mateo ("Court") is issuing this Request for Proposal ("RFP") to solicit competitive Proposals from entities who can provide personnel to staff the Court's children's waiting rooms (also referred herein as "CWR") as described herein.

1.2 Program Background

The Superior Court of California, County of San Mateo (hereinafter referred to as "Court") is a trial court with five court facilities in San Mateo County. However, only two of the five locations have a children's waiting room and they are:

Hall of Justice	Youth Services Center (Juvenile Court)
400 County Center	222 Paul Scannell Drive
Redwood City, California	San Mateo, California

Often times, individuals need to attend court or come to the courthouse to conduct business but due to circumstances must bring their children with them. In order to facilitate those individuals who attend court or conduct their business without having to worry about their children, the Court provides this service. These services are provided at the Hall of Justice everyday that the Court is in session and at the Youth Services Center during the days and hours as exhibited by the current schedule in Exhibit "A" of the proposed contract ([See Attachment "A"](#) for Proposed contract). The program is funded in most part by a portion of filing fees that are assessed and collected when documents are filed with the court as authorized by California statute.

Currently the Court provides services for approximately 1100 children throughout the year at both locations (see statistical chart at [Attachment "D"](#) for average attendance per month and breakdown of age groups). Attendance at each facility is, on the most part, associated with the court's calendars. This chart provides the applicant with a sample of data to help in determining staffing needs.

1.3 Program Goals and Objectives

1.3.1 The Court's goal is to select a service provider who will be able to provide the most cost effective and highest quality of service to staff the CWRs for the Court so that the Court can provide a valuable and safe program to facilitate persons who come to the court with children to conduct their business or attend court.

1.3.2 It is the Court's objective to have a service provider who will provide qualified staff at all times, as indicated in this RFP, at the court facilities indicated without any court supervision but in compliance with the Court's policies and procedures.

1.3.3 The Court 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.

II. STATEMENT OF WORK

2.1 Description of Services to be Provided

Applicant will be required to provide the following staffing and services for the Court at its two court facilities that have a Children's Waiting Room:

- A. Provide qualified and trained staff to provide the services in the CWRs during the hours of operations as stated in this RFP. This shall include having resources to back-up the assigned staff if they are not able to work that day.
- B. Staff and maintain the CWRs to the level of service and safety as required as described in Section IV of this RFP.
- C. See Section IV for specifics of services to be performed.

2.2 General Requirements

Staffing of the Children's waiting rooms will be performed during normal court hours according to the operations schedule stated herein. Contractor workers will be subject to security clearance as stated herein, and shall have undergone all necessary classes and certification required to work with children as childcare providers.

The term of the contract will be for three years subject to the terms and conditions as stated in the proposed contract included herein under Attachment A.

2.3 Invoicing

2.3.1 Contractor shall submit monthly invoices for services performed for the previous month. After receipt of an invoice, Court will review the services performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.

2.3.2 An invoice shall contain a detail of services rendered, employee hours and any other incidental expenses allowable under the contract, the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Sheila Purcell, ADR/Court Services Director
Superior Court of California, County of San Mateo
400 County Center, 2nd floor
Redwood City, CA 94063

III. PROCUREMENT AND EVALUATION PROCESS

3.1 Procurement Schedule and General Instructions

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

No.	EVENTS	Key Dates
1.	Request for Proposal is issued	May 3, 2012
2.	Deadline for notification of intent to attend the Pre-Proposal Conference	May 21, 2012
3.	Pre-Bidders Conference	May 23, 2012, 1:15 p.m.
4.	Deadline for Applicant Requests for Clarifications, questions or RFP modifications	May 26, 2012
5.	Proposal Due Date and Time	May 29, 2012– 4:00 p.m.
6.	Notice of Award (estimated) Notice of Intent letters will be sent to the vendors by e-mail.	June 8, 2012

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be available on the Court’s website at www.Sanmateocourt.org referred to individually and collectively as “Court website”

3.2 Contact List

Submittal Contact: Timothy Gee (650) 599-1790

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo
 Attn: Timothy Gee, Court Contracts Analyst
 Finance Division
 400 County Center, 4th Floor
 Redwood City, CA 94063

Project Manager: Jordan Maxwell, Court Services Supervisor (650) 363-4766 (same address)

Contracting Officer: Timothy Gee, Contracts Analyst

Court Executive Officer: John C. Fitton (same address)

3.3 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 response.

3.4 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 applicant submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that an applicant considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the applicant’s proposal as it may be made available to the public.**

Although the Public Records Act (PRA) does not apply to the Court, the Court is governed by California Rules of Court, Rule 10.500 and the California Judicial Branch Contracting laws (Public Contract Code §§ 19201, et seq.) regarding requests for court administrative documents. If a vendor’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 the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, 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 the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

3.5 Proposal Preparation Costs.

Applicants submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse an applicant 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.

3.6 Pre-proposal Conference

A pre-proposal conference to answer questions related to this RFP and to tour the sites where the Children's Waiting Rooms are located will be held on the date and at the time specified in [Section 3.1](#). The location of the pre-proposal conference is stated below:

Southern District Court Facility – Conference Room 2A (2nd floor of the Hall of Justice)
400 County Center
Redwood City, CA 94063

[A tour of both of the Children's Waiting room facilities will follow after the meeting.]

The pre-proposal conference is optional but you are strongly encouraged to attend so that you will be able to better understand the proposal requirements and to view the sites where the services will be performed. In the event a potential applicant is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one applicant. An applicant who intends on attending the pre-proposal conference is required to send a notice of intent to attend to Timothy Gee at tgee@sanmateocourt.org by May 17, 2012 at 4:00 p.m..

3.7 Pre-Submittal Process

3.7.1 Request for Clarification, Questions or RFP Modifications. Any requests for clarification, questions or RFP modifications of the proposed general terms, the project specifications, or General Conditions of the proposed contract ([Attachment "A"](#)) must be submitted to the Submittal contact listed in Section 3.2 no later than the date specified in the schedule. 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 applicants or, if appropriate, post a copy of the questions and the Court's responses on the Court website. All inquiries and responses will be shared with all applicants.

3.7.2 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 the Submittal Contact listed in [Section 3.2](#) 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 providing an addendum to potential applicants and/or by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, 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.

3.8 Minimum Qualifications

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

No.	Minimum Qualifications
1.	Applicant must have all required licenses required in the proposal that covers all of the work and services that will be performed under the contract.
2.	Applicant must have all necessary insurance coverage as stated in the sample proposed contract.
3.	The Court requires the Applicant to have experience in providing child care
4.	Any of Applicant’s staff who will be providing care must have completed child safety (including training on working around children) and CPR training and have undergone security/background checks, including fingerprinting (Live Scan security clearance).
5.	Neither applicant nor any of its proposed subcontractors are currently under investigation by or have been suspended or debarred by any state or federal government agency and neither applicant nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Attachment B , Contractor Certification Form).
6.	Compliance with the Judicial Branch Contracting Laws as stated in the “General Terms” of the proposed contract.

The applicant must state specifically in its Executive Summary (see [Section 4.2](#)) how it will comply with each minimum qualification specified above and whether they will be able to execute the certification requirements as specified in the contract . 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.

Applicants 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.

3.9 Submission of Proposals.

3.9.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in [Section 3.1](#) (the “Proposal Due Date and Time”) at the address listed in [Section 3.2](#) for the Submittal Contact:

1. One unbound original of the program and of the cost proposal;
2. Three bound hard copies of both the program and the cost proposals;
3. One electronic copy of the program proposal in Microsoft Word or PDF format, and one electronic formatted copy of the cost proposal in Microsoft Excel format.
4. All proposals must be submitted in double envelopes that are sealed. The inner envelope, not the outside addressed envelope, must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the applicant’s name.
5. Proposals received prior to the Proposal Due Date and Time that are marked properly will be securely kept, unopened until the Proposal Due Date and 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.

6. The applicant 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.

3.9.2 Amendment or Withdrawal of Proposals.

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

A vendor may withdraw its proposal at any time prior to the Proposal Due Date and Time by notifying the Submittal Contact listed in [Section 3.2](#) 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 Due Date and Time.

3.9.3 Mistake in Proposal.

If prior to a contract award, an applicant discovers a mistake in their proposal that renders the applicant unwilling to perform under any resulting contract, the applicant must immediately notify the Submittal Contact listed in [Section 3.2](#) in writing and request to withdraw the proposal.

3.9.4 Error in Submitted Proposals.

If an error is discovered in an applicant's proposal, the Court may at its sole option retain the proposal and allow the applicant to submit certain arithmetic corrections. The Court may, at its sole option, allow the applicant to correct obvious clerical errors. If the applicant's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the applicant to correct an error based on that established intent.

3.9.5 Authorized Signatures, Validity Period of Proposals.

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

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in [Section 3.1 \("Proposal Validity Date"\)](#). In the event a final contract has not been awarded by the date specified in Section 3.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

3.9.6 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, specification, or instruction will be at the applicant's sole risk.

Applicants 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 to applicants on its website notices, post addenda and clarifications. It is the applicant's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

3.9.7 Independence of Proposal and Joint Proposals

Unless an applicant is submitting a joint proposal, the applicant 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.

3.9.8 Covenant Against Gratuities

Applicant warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the applicant or any agent, director, or representative of the applicant, 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.

3.10 Overview of Evaluation Process

3.10.1 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 name, units, 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 Section 3.8.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 3.11. 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.

3.10.2 Reservation of Rights

a) The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 3.8, 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.

b) 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.

c) 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.

d) 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 applicant 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 applicant so restricts its proposal, the Court may consider the applicant'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 applicant ineligible for further evaluation.

e) The Court reserves the right to negotiate with applicants 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 applicants 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.

f) 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.

3.10.3 Requests for Additional Information

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

3.11 Evaluation Criteria.

Selection of a provider and determination of the award will be made to the qualified provider whose proposal is determined to be of superior quality, responsive to the requirements of this RFP and competitively priced so as to provide superior economic value. Selection will result from the Court's overall judgment that a proposal meets or exceeds its requirements, as measured against the following criteria (not listed in order of importance):

- a. Confidence that the vendor has the ability to best deliver high quality, setting-appropriate children's waiting room services and any other services consistent with the stated specifications.
- b. Superior responsiveness to specifications, quality of work plan, and demonstrated understanding of the purposes of this project. Specifications for documentation, performance, service or any other deliverables are the minimum requirements for this RFP. Provider qualifications, office hours, and prompt and continuous availability of quality care during the Children's Waiting Room's proposed hours are critical.
- c. Financial feasibility and cost effectiveness of the proposal.
- d. The number of years the vendor has been in business, the size of its organization, the number of employees and the number of their successful drop-in child waiting room facilities operated by the vendor under similar conditions to those proposed for the Children's Waiting Room.
- e. Capabilities of the vendor in terms of qualifications and relevant past experience. Vendors shall indicate their past performance functioning as a vendor agency, including past performance in providing similar types of program services, children's waiting room services, and/or family support services; and working with the target population and with the judiciary.
- f. Past service history of vendor regarding child safety, family and staff satisfaction. Indicate any significant problems that have occurred at a program owned, operated or serviced by your agency (e.g. complaints, lawsuits and liability proceedings, incidents when a child was seriously injured or killed; findings of the sexual abuse, physical abuse or neglect of a child by a staff member, employee discrimination or wrongful dismissal suits). Discuss any corrective action that the agency has taken as a result of the problem or problems.

- g. Vendor's documented status as a not-for-profit organization or as a not-for-profit subsidiary of a for-profit organization. Agencies in the process of applying for not-for-profit status will be considered only if they submit documentation that their applications for tax-exempt status were filed with the Internal Revenue Service and Franchise Tax Board prior to the deadline for responses to this RFP.
- h. Vendor's complete documentation of the number, scope and service specifications for similar children's waiting room or conventional child care programs begun and completed, including (a) a list of contact names, addresses and telephone numbers for such projects and (b) demonstration that the key people proposed and guaranteed as available by the vendor to work on the project resulting from this RFP have participated in a significant number of these projects.
- i. Qualifications and experience of key individuals proposed and guaranteed as available and committed to this project (including resumes). In the case of positions that will be filled by new-hires, the vendor's stated and guarantee of the minimum qualifications and the guaranteed start date of any to be hired child supervision worker in the Children's Waiting Room.
- j. Financial and organizational stability. Vendors shall include in their proposals sufficient financial documentation to establish their financial capability. The Court reserves the right to request additional information to assure itself of a vendor's financial status. If a vendor is substantially or wholly owned by another entity, the proposal shall so state and shall include the most recent financial report of the parent organization.
- k. The proposed schedule for program start up and childcare service provision. It is anticipated that a contract can be signed in June 2012 with a start date of July 1, 2012.
- l. The reasonableness of the proposed work plan, including the capabilities and number of personnel/personnel hours allocated to specific tasks, a detailed description of each task, the time frames for completion and the logical sequence of tasks to be performed.

3.12 Interviews and Negotiations

3.12.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each applicant 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 applicants will be notified in writing of the date, place, time and format of the interview or presentation. Applicants 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 an applicant's disqualification from further consideration.

3.12.2 Negotiations

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

3.13 Payment. Payment terms will be in accordance with the invoice provisions of Attachment "B", paragraph 4 of the proposed contract. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

3.14 News Releases. A contractor or subcontractor may not make news releases pertaining to the award of any contract resulting from this solicitation without the prior written approval of the Court Executive Officer or designee.

3.15 Award of Contract. Upon award of the contract, the successful applicant will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions at time of signing of the Contract. 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.

3.16 Protest Procedures

3.16.1 Protests to the award of the contract to the Applicant selected by the Court must be presented in writing and filed with the individual listed in the Submission of Proposal section of this RFP. In no event shall a protest be considered if the parties have executed the contract. The applicant who files the protest must have complied with sections 3.16.2 through 3.16.4.

3.16.2 An applicant 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 **applicant** has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The **applicant** 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 **applicant** believes that the Court has incorrectly selected another **applicant** submitting a proposal for an award.

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

3.16.4 Form of Protest. An applicant 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, telephone and facsimile numbers, e-mail address 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's Executive Officer, on behalf of the Court may, at his discretion, 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. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

3.16.5 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 Due Date and Time. If required, the Court may extend the Proposal Due Date and Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the 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.

3.16.6 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 vendor 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 vendor. 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.

3.16.7 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 3.2](#) within five (5) calendar days of the issuance of the Contracting Officer's decision.

- A. The justification for appeal is limited to:
 - 1) Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
 - 2) 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
 - 3) The decision of the Contracting Officer was in error of law or regulation.

- B. The request for appeal shall include:
 - 1) The name, address telephone and facsimile numbers and e-mail address of the vendor 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.

- C. 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.

3.16.8 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 other such remedies as may be required to promote compliance.

IV. PROPOSAL FORMAT AND CONTENT

All applications must contain the information and forms that are listed in this section. Failure to do so will be treated as an incomplete proposal and will not be considered.

4.1 Required Forms

- a) An Executive Summary
- b) Detailed Program and Budget narratives as described below
- c) Contractor Certificates (See Attachments)
- d) Judicial Council's Payee Data Record form (See Attachment)
- e) 504 Statement of Compliance (See Attachments)
- f) Certificates of Insurance (Note: The Court, State of California and the Judicial Council of California must be included and named on the policy as an endorsed parties when the contract documents are executed)
- g) Darfur Certification (if applicable) (See Attachment to the proposed contract)

4.2 Narrative

An Executive Summary and two narrative sections (Program Narrative and the Budget Narrative) are required. The average number of children who will be using the waiting room at any particular time is reflected in [Attachment "D"](#). You may use a fixed staff number or ratios of staff to children rather than a fixed number of staff. The Court will work with the vendor to set a maximum number of children who can use the room at one time and the age range of children who can participate. Vendors are expected to use volunteers as part of their program plan.

It is planned that the room will be in operation between the hours of 8:30 a.m. and 5:00 p.m. and closed for one hour at lunchtime. The vendor needs to be available before and after operating hours for preparation and clean up. In rare instances, services may be required beyond the normal hours when court proceedings run late. Respondents should address how this situation is handled.

4.3 Program Narrative

Respondents to this RFP shall submit a program narrative that specifically discusses how they will provide the children's waiting room services being sought by the Court, using the minimum service components below. The narrative should include detailed information about a respondent's capability to provide such services, capacities, previous experience and resources that will enable the provider to accomplish the tasks set forth in this section. Agencies may include additional components or enhancements in a separate section of the Service Proposal and if applicable, in a separate section of the Budget Proposal.

4.3.1 A strategic program start-up and transition plan and timetable, including but not limited to hiring, orientation, start of care, staff performance evaluation, service documentation and accountability procedures.

4.3.2 Mention whether the proposer utilizes volunteer staff at their current facilities and if they are proposing to use volunteers at our facilities. If so, describe how they are incorporated into the program.

4.3.3 Comply with all contractual obligations imposed by the Court.

- a. To maintain an easily accessible facility for people with disabilities.
- b. Offer care 51 weeks a year during specified operating hours.
- c. Develop written administrative, personnel and child supervision policies that reflect an understanding of Court requirements (in conjunction with the Advisory Committee for the children's waiting room). These policies and procedures should address handling of special needs children and non-toilet trained children.
- d. Employ child safety, infection control, facility cleaning and maintenance procedures that protect children from hazards and harm while reducing the incidence of illness or injury.
- e. Follow the Court service documentation and reporting procedures and subject the fiscal operation of the program to review by the Court on a biannual basis.

4.3.4 Obtain adequate and appropriate childcare liability insurance coverage and professional liability insurance for the facility, including insurance for its personnel, clients and staff.

4.3.5 Institute and maintain a high-quality drop in, mixed age children's waiting room facility and program that, in a setting appropriate manner, meets the emotional, social, developmental and physical needs of each and every child at the center.

- a. Provide daily activities appropriate for each age group served by the waiting room that are developmentally and linguistically appropriate and culturally sensitive.
- b. Provide an area that is appropriate for gross motor play where children may engage in that type of play in a manner that is safe and comfortable.
- c. Ensure that all toys and equipment are safe and do not pose choking, health or other hazards and meets governmental and industry regulations and standards.
- d. Ensure that educational and play materials contained in the waiting room reflect the ethnic, racial and linguistic diversity of the County.
- e. Ensure that educational supplies reflect a range of racial, ethnic, linguistic and family structure models.
- f. Develop non-punitive, child-centered rules regarding children's behavior and the respectful supportive management of that behavior. Establish methods that effectively deal with separation anxiety, stress and fear in the children throughout their visit to the waiting room.
- g. Establish procedures and practices for appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families, toileting, napping and other transitions.
- h. Provide in a non-threatening, non-judgmental and non-intrusive manner, materials for parents and older children who may desire family support and assistance with emotional, social, psychological, physiological and developmental problems.

- 4.3.6 Provide employees and volunteers for the waiting room that are appropriate and effective role models for the children.
- a. Implement an employee and volunteer screening and reference check system that ensures that employees are appropriate for a children's waiting room, including screenings for substance abuse and a history of child abuse. It is mandatory that all employees and volunteers are fingerprinted and undergo security clearance by LiveScan. Proof of the LiveScan clearance must be provided to the Court.
 - b. Establish procedures and practices for ongoing monitoring of employee and volunteer performance.
 - c. Conduct regular and timely performance reviews for all staff of the waiting room and establish procedures for hiring, discipline and termination.
 - d. Provide for ongoing recruitment and monitoring of suitable volunteer staff that reflect the racial, economic and ethnic diversity of San Mateo County.
 - e. Ensure that available staff and/or volunteers reflect the ethnic, racial and linguistic diversity of the County.
- 4.3.7 Monitor and document the number of children and families served and the effectiveness of its work with children, on a schedule to be established by the County.
- a. Give all clients utilizing the waiting room an opportunity to complete an anonymous satisfaction survey.
 - b. Establish and follow procedures that obtain, to the greatest extent possible on an ongoing basis, input from those court personnel whose work is affected by the presence or absence of children.
 - c. Document program utilization by keeping accurate daily statistics that are reported on a monthly basis, or as frequently determined by the Court, regarding children and families using the waiting room. The Court will work with contractor on the format, detail and frequency of the report.
- 4.3.8 Together with the Court's security officials, establish safety and security procedures that strictly control access to the children's waiting room and effectively respond to legal and physical custodial arrangements for children, emergency situations, the remand of parents into custody by the Court and failure of parents to reclaim their children from the center at the appropriate time, all in a manner that minimizes anxiety, fear and disruption for the child.
- 4.3.9 Document the vendor's financial capacity and stability, including but not limited to, the vendor's state and federal nonprofit status, the most recent reviewed and/or audited financial statement for the vendor and, if appropriate, the parent organization of the vendor; the financial record keeping procedures of the vendor; a description of the proposed cash flow and billing in arrears procedures for the County.

4.4 Budget Narrative

The start-up budget should be outlined separately from the annual budget. The Court will provide all necessary space, utilities and telephone service. Proposals should not include line items for these expenses. Also, the Court will pay for the room remodeling including painting, carpeting, counters, built-in cabinets and office furniture for the office area.

4.4.1 Start-Up Budget

Any start-up costs prior to a vendor's commencement of children's waiting room services should be listed in a separate, clearly labeled section. Explain the nature of the proposed costs and why they are appropriate and necessary. Include a description of who would be performing the start-up activities and how long it will take to perform those activities.

Start-up labor costs should not exceed the equivalent of one month's labor costs as outlined in the annual budget. All other start-up expenses, if any, should not exceed \$5,000.

4.4.2 Annual Budget

The annual budget should outline the ongoing personnel and other costs associated with operating the planned children's waiting room. You should also address the situation when a child is not picked up until after regular staffing time. Each major expense should be listed separately and there should be justifications containing a level of detail sufficient for the proposal to be analyzed for cost effectiveness and for the vendor to deliver a high quality level of service.

4.5 Acceptance of Terms

The applicant's proposal must include a statement as to whether the applicant accepts the General Conditions in [Exhibit C](#) and all other terms of the attached proposed contract or whether the applicant takes any exception to those terms. The applicant will be deemed to have accepted such terms and conditions, except as expressly called out in the applicant's proposal. If exceptions are taken, applicant must submit a "redlined" version of the term or condition showing all modifications proposed by the applicant (a MSWord version will be provided upon request for redlining). The applicant must provide an explanation as to why the modification is required. The applicant must keep in mind that most provisions in the contract are statutorily mandated and as such may not be modifiable. The applicant's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the applicant's proposal.

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

4.6 Invoicing

4.6.1 Contractor agrees to submit monthly invoices for services performed for the previous month. After receipt of an invoice, Court will inspect the work services performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.

4.6.2 An invoice shall contain a detail of services rendered, employee hours and any other incidental expenses allowable under the contract, the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Sheila Purcell, ADR and Court Services Director
Superior Court of California, County of San Mateo
400 County Center, 2nd floor
Redwood City, CA 94063

4.7 Audit

4.7.1 State and Federal Agencies and the Superior Court of California, County of San Mateo or any of their duly authorized representatives may at any time during normal business hours, and without advance notice to Contractors audit all books, accounts and records involved and maintained in connection with this contract. Said audits shall be in writing and a copy thereof shall be provided to contractor after completion thereof. An accounting and settlement between Superior Court of California, County of San Mateo and Contractor may be made at any time after a closeout audit.

4.7.2 If an audit is conducted, Contractor agrees to, as soon as practicable, comply with any recommendations made in writing by Superior Court of California, County of San Mateo as a result of any audit authorized by this contract for the improvement of Contractor's auditing, accounting, bookkeeping, internal control and other fiscal operations.

4.7.3 All records, which Contractor is required to maintain by or pursuant to this contract, shall be preserved for a period of three (3) years. If an audit has begun, but not completed at the end of the three-year period, the audit records shall be retained until the resolution of all pending audits.

4.8 Indemnities and Guarantees

4.8.1 Hold Harmless

The Contractor shall indemnify and save harmless the Superior Court of California, County of San Mateo their officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of: (a) injuries to or death of any person including Contractor, of (b) damage to property of any kind whatsoever and to whomsoever belonging; or (c) any loss or cost including but not limited to, the concurrent active or passive negligence of the Court, its officers, agents, employees or servants resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants provided that this shall not apply to injuries or damage for which Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

4.8.2 Contractor shall procure, and maintain during the term of any agreement a comprehensive general liability policy, naming Superior Court of California, County of San Mateo as an additional insured with either a blanket contractual liability endorsement or contractual liability coverage naming this Agreement, with limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

Said policies of insurance shall be obtained from insurance companies which are qualified to transact business in this state and shall provide that the insurer will not cancel or reduce coverage unless the Superior Court of California, County of San Mateo is given thirty (30) days notice of cancellation. The Certificate of Insurance must be on file with the Deputy Executive Officer of the Superior Court of California, County of San Mateo or designee.

4.8.3 Contractor agrees to comply with all federal and state statutes and regulations, and Court State and Local Rules applicable to its operations whether or not referred to in this contract.

4.8.4 The Contractor agrees to assure Superior Court of California, County of San Mateo that in carrying out its responsibilities in connection with any agreement it will comply with all applicable laws and regulations regarding confidentiality. Contractor is prohibited from releasing any confidential information relating to any person receiving public assistance or other services, either by name or address, or in any way

not directly connected with the administration and enforcement of the Court and this program. This recognizes that with prior approval the Court such records may be released to the District Attorney, or made available for purposes of audit by County of San Mateo.

4.8.5 Any agreement may not be assigned or subcontracted without the prior written consent of all parties. Any violation of this section is void and shall vest no rights in the subcontractor.

4.9 Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

4.9.1 **Section 504 of the Rehabilitation Act of 1973**

- a) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

- b) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements.

4.9.2 **Non-Discrimination – General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied benefits, or be subjected to discrimination under this Agreement.

4.9.3 **Non-Discrimination – Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal employment opportunity policies shall be made available to County upon request.

V. ATTACHMENTS

[Attachment A – Contract Terms and Conditions](#) 21

[Attachment B – Contractor Certification Form](#) 45

[Attachment C – Pricing Form](#) 47

[Attachment D – Darfur Certification Form](#) 48

[Attachment E - Current Averages Of Children’s Waiting Room Usage](#) 50

ATTACHMENT A

CONTRACT TERMS AND CONDITIONS

Attached are the terms of the standard contract between the Court and its contractors. This will be filled out once the contract is awarded. By submitting a proposal, you are agreeing to the terms of this contract for the services that you will be providing.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO Agreement
AGREEMENT WITH (INSERT CONTRACTOR'S NAME) No. 41-12-D0_____

Contractor Name and Address:

Telephone:

(Insert name of owner or president of company and title HERE)

It is agreed between the **Superior Court of California, County of San Mateo**, hereinafter called "**Court**" and **XXXXXX**, hereinafter called "**Contractor**", as follows:

Background

WHEREAS, (recitals to be inserted)

NOW, THEREFORE, pursuant to the representations and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually covenant and agree as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for the Court in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A", "B", "C", "D" and "E" attached hereto and incorporated herein by reference. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. Term and Effective Date of Agreement

This Agreement shall be effective from XXXXX, 2012 through XXX, 2015 unless otherwise terminated. This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.
3. Contract Amount
 - A. Payment Schedule and Liability.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A", "C", and "C", the Court shall make payment to Contractor in the manner specified herein and in Exhibit "B". The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable. In no event shall the Court's total fiscal obligation under this Agreement exceed **XXXX Thousand Dollars (\$XXXXXX.00)**.
 - B. Availability of Funds.

Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County or Court funds at anytime. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.

4. Contract Documents

Incorporated into this Contract for Services are the following attachments (collectively, "the Contract Documents"):

1. This Contract for Services
2. Exhibit "A" – Description of Services
3. Exhibit "B" - Schedule of Payment
4. Exhibit "C" – General Terms and Conditions
5. Exhibit "D" – Program Monitoring
6. Exhibit "E" – Internet and E-Mail Policy
7. Exhibit "F" - Statement of Compliance with Section 504 (Non-discrimination)

In the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and shall determine which terms will prevail: The provisions of the Contract for Services and Exhibit "C"-General Terms and Conditions; Exhibit A - Statement of Work and Exhibit B – Schedule of Fees and Method of Payment. Any Amendments to this Agreement, starting with the most recent, shall take precedence over the existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

5. Representatives:

Notices: Notices, as may be required in the Agreement, will be provided to the following:

COURT:	CONTRACTOR:
Superior Court of California, County of San Mateo	
Attn: Sheila Purcell ADR and Litigation Services Director	
400 County Center, 2 nd Floor	
Redwood City, California 94063	
Telephone: 650- 599-1790	Telephone:

SIGNATURES

The undersigned, representing their respective parties to this Agreement, acknowledge and certify that they have the proper authority to do so.

Superior Court of California, County of San Mateo	SAMPLE ONLY DO NOT SIGN
<i>Signature:</i> _____	<i>Signature:</i> _____
Name: Hon. Beth Labson Freeman _____	Name: _____
Title: Presiding Judge _____	Title: _____

Date: <hr/>	Date: <hr/>
----------------	----------------

ACKNOWLEDGEMENT:

I hereby certify that the services requested are necessary, the selection process documentation is accurate, all applicable insurance certificates are on file in this office, that Risk Management has approved any reductions in contractor’s insurance limits below \$1,000,000, and that no work will commence until this document is signed by the Court Executive Officer.

Signature: <hr/> Deputy Court Executive Officer	Date: <hr/>
------------------------------------------------------------------	----------------

Received and Processed:

Signature:

Neal Taniguchi Director, Court Finance	Date:
-------------------------------------------	-------

Distribution: Original signed copy: Finance Director Copy to: Contractor, Contracts Administrator, Project Manager and Court Accounting Revised 03/2007

**EXHIBIT “A”
 STATEMENT OF SERVICES**

The [Name of Contractor], hereafter referred to as “Contractor,” agrees to provide the services as set forth below in consideration for compensation as set forth in Exhibit B.

1. [Name of Contractor] shall operate the Children’s Waiting Rooms (CWRs) located in the Hall of Justice, 400 County Center, 2nd Floor, Redwood City, CA 94063 and Juvenile Branch, 222 Paul Scannell Road, San Mateo, CA 94402, of the Superior Court of California, County of San Mateo. The Court provides the CWRs as non-licensed, drop-in waiting rooms for the children of parents or guardians who are acting as jurors or who are attending a court hearing as a litigant, witness, or for other court purposes as determined by the court.
2. The Hall of Justice facility shall be open Monday through Friday from 8:30 am to 12:00 PM and from 1:00 pm to 4:30 pm. The Superior Court holiday schedule will be observed. In addition, the waiting room shall be closed all days between December 23 and January 2. Changes in the days or hours of operation require the mutual agreement of the Court and Contractor.

The Juvenile facility shall be open every Tuesday, Wednesday and Thursday from 8:30 am to 12:00 and from 1:00 pm to 4:30 pm. The Superior Court holiday schedule will be observed. In addition, the waiting room shall

be closed all days between December 23 and January 2. Changes in the days or hours of operation require the mutual written agreement of the Court and [Name of Contractor].

3. Contractor shall be responsible for staffing the CWR's at the minimum levels set forth as follows:

Hall Of Justice Staff Coverage

Day of week	Staff Coverage (number of staff persons)	Time of shift	Hours
			Worked
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
*12-12:30 "Open" House Hours"			

Juvenile Court Staff Coverage

Day of week	Staff Coverage (number of staff persons)	Time of shift	Hours
			Worked
Tuesday			
Wednesday			
Thursday			

If it is necessary for teacher/coordinators normally assigned to the Hall of Justice to be relocated, on short notice, to the Juvenile Court facility, or there is an unplanned illness or staff emergency the Contractor will make every attempt to secure a substitute. Contractor will provide a substitute teacher/coordinator for all unpaid planned medical and annual leave taken.

4. Contractor agrees to meet with the Court's liaison, as necessary to discuss the assignments of the teachers/coordinators between the Hall of Justice and Juvenile facilities. Contractor shall also provide the Court's liaison with a monthly report of the total number of staff hours provided during the previous month. The Court will provide a format of the report. The report will be due as stated in Exhibit C.
5. All children attending court with a responsible adult are eligible to use the CWRs. Children must be at least two years old and toilet trained. Non-toilet trained children may be admitted provided that an adult responsible for the child remain with the child in the waiting room. There is no charge to the public for the use of this service and facility.
6. The Contractor shall provide safe, clean environments for children. Contractor shall also comply with all rules, regulations and statutes that pertain to services provided and the facilities environment. There will be a variety of age-appropriate games and activities available at each facility.

The number of children that can be accommodated at each CWR is limited by the maximum capacity of the room and staffing pattern. CWR staff guidelines regarding staff to children ratios and age limits of children will be followed.

EXHIBIT "B"
SCHEDULE OF FEES AND METHOD OF PAYMENT

1. In full consideration of the services provided by the Contractor pursuant to this agreement, the Court shall pay the Contractor for care giver/coordinator salaries only at the following rate:

[TERMS TO BE INSERTED]

Also, the Court shall provide in-kind assistance to the program as needed and at the Court's discretion.

2. Annual payments shall not exceed \$XXXXXX. The total payments under this contract for services shall not exceed \$XXXXXXXX for the term of this Agreement.
3. The monthly rate, as stated in section 1 above, is contingent on Contractor providing the number of hours of service as set forth in Exhibit A. In the event that Contractor does not provide the number of hours of service as agreed to, Court reserves the right to adjust the amount as stated in that month's invoice to reflect the reduced number of hours of service provided.
4. Invoices are to be submitted within 5 working days of the end of the month for which the services were rendered. Court will pay the invoices upon approval of the invoices submitted.
5. Invoices are to be submitted to:

Superior Court of California, County of San Mateo
Attn: Sheila Purcell, ADR and Litigation Services Director
400 County Center, 2nd Floor
Redwood City, CA 94063

EXHIBIT - C GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) *Authority.* Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the COURT.
- (C) Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (E) No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (F) No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.
- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- (L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

Attachment A: Proposed Contract for Services Terms and Conditions

(M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(N) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

(O) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:

- (1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- (2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(P) *Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic

Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

(Q) *Jury Duty.* For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

1.2 Covenant as to Representations and Warranties.

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the COURT if any representation and warranty becomes untrue.

2. Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the COURT's Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. Insurance

3.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

- A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;
- B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1

Attachment A: Proposed Contract for Services Terms and Conditions

million per occurrence, combined single limit;
and

C. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.

3.2 "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the COURT's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

3.3 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

3.4 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

3.5 Deductibles and Self-Insured Retentions. Contractor shall declare to the COURT all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the COURT's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

3.6 Additional Insured Status. Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.

3.7 Certificates of Insurance. Before Contractor begin performing Services, Contractor shall give the COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the COURT. Any replacement certificates of insurance are subject to the approval of

the COURT, and, without prejudice to the COURT, Contractor shall not perform work before the COURT approves the certificates.

3.8 Endorsements. All certificates of insurance shall name the State of California, the Judicial Council of California, and the Superior Court of California, County of San Mateo, their employees and agents as additionally insured.

3.9 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

3.10 Required Policy Provisions. Each policy must provide, as follows:

A. *Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and

B. *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

3.11 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

A. *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

B. *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.12 Consequences of Lapse. If required insurance lapses during the Term, the COURT is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

4. Default and Remedies

4.1 Default. A default exists under this Agreement if:

A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) days'

Attachment A: Proposed Contract for Services Terms and Conditions

following notice of default or is not capable of being cured within this cure period;

- B. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

4.2 Notice. Contractor shall notify the COURT immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

4.3 Remedies.

- A. *Available Remedies.* The COURT may do any of the following:
 - (1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor;
 - (2) Require Contractor to enter into non-binding mediation;
 - (3) Exercise, following notice, the COURT's right of early termination of this Agreement as provided below; and
 - (4) Seek any other remedy available at law or in equity.
- B. *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

5. Termination and Cancellation; Effect of Expiration or Termination

5.1 Early Termination and Cancellation Rights.

- A. The COURT may terminate this entire Agreement immediately "for cause" if Contractor is in default;

B. The COURT may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the COURT, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the COURT), if:

- (1) the COURT determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
- (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.

C. The COURT may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.

D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

5.2 Effect of Expiration and Early Termination; Survival.

A. Upon the Termination Date:

- (1) The COURT shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
- (2) Without prejudice to the COURT, Contractor shall be released from performing Services.

B. All provisions of this Attachment "C" will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

6. Assignment and Subcontracting; Successors

6.1 Permitted Assignments and Subcontracts.

- A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:
 - (1) The COURT may assign the COURT's rights and duties to any Judicial Branch Entity. The COURT shall notify Contractor in writing within 30 days following the assignment.

Attachment A: Proposed Contract for Services Terms and Conditions

(2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:

- (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
- (b) affirm the rights granted in this Agreement to the non-assigning party;
- (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
- (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

B. No assignment or subcontract will release either party of its duties under this Agreement.

6.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individuals as specified in Section 5 of the Contract for Services above.

8. Miscellaneous Provisions; Interpretation

8.1 Independent Contractor. Contractor is an independent contractor to the COURT. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the COURT.

8.2 Special Provisions regarding DVBE Participation Certification. If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified

elsewhere in this Agreement) certify in a report to the COURT: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

8.3 Audit and Records

A. *Audit.* Contractor shall allow the COURT's designees and the COURT to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

B. *Ownership.* The COURT is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the COURT's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the COURT or to another party at the COURT's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- (1) Contractor's receipt of final payment under this Agreement; and
- (2) The COURT's resolution with Contractor of the findings of any final audit.

C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the COURT.

8.4 Special Provisions regarding Ownership of Results.

A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with COURT funds shall vest, automatically and without further action of the parties, with the COURT. If Contractor provides written certification to the COURT that the property will continue to be used

Attachment A: Proposed Contract for Services Terms and Conditions

for grant-related purposes and the COURT approves such certification in writing, the COURT may permit title to all such property to remain with Contractor in accordance with the COURT's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

- B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with COURT funds, title to any equipment purchased or built with COURT funds shall vest in the COURT immediately upon payment of the purchase price. Before delivery to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

8.5 Confidential Information; Publicity.

- A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:
- (1) All written information that is marked confidential;
 - (2) All non-public information in electronic form to which Contractor has access; and
 - (3) All verbal information the COURT later confirms in writing is confidential.

The COURT owns the confidential information, and the COURT authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the COURT's confidential information to the same extent as this section 3.8. Contractor may also disclose the COURT's confidential information to the extent necessary to comply with law, provided Contractor gives the COURT advance notice.

- B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT's Business Services Manager.

- C. *Specific Performance.* Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the COURT will be entitled to seek.

8.6 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Contractor. (GC 4552)

- B. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

- C. Upon demand in writing by the Contractor, the COURT shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the COURT has not been injured thereby, or (2) the COURT declines to file a court action for the cause of action. (GC 4554)

8.7 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

8.8 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties.

Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.

- 8.9** Amendment and Waiver. No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 8.10** Authority and Binding Effect. Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- 8.11** Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 8.12** Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.13** Time of the Essence. Time is of the essence of the Contractor's performance of Services under this Agreement.
- 8.14** Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” means this Standard Agreement as defined on the Coversheet.

“Contractor” means the person or entity defined on the Coversheet.

“Compensation” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

"Consulting Services Agreements" do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.

“Coversheet” refers to the first sheet of this Agreement.

“DVBE” is an acronym for disabled veterans’ business enterprise.

“Effective Date” has the meaning defined on the coversheet of this Agreement.

“Expiration Date” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“Initial Term” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“COURT” has the meaning defined on the coversheet of this Agreement.

“Judicial Branch Entity” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Loss,” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“Option Period” means the period, if any, through which this Agreement may be extended by a party.

“Services” are Contractor’s duties as defined in Appendix A.

“Term” comprises the Initial Term and any Option Period.

“Termination Date” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.

EXHIBIT "D"
PROGRAM MONITORING

1. The Court agrees to provide a Court liaison. CWR staff will communicate with the Court liaison or their designee regarding the facility, supplies and/or security needs of both CWR facilities. A Court liaison person will monitor the agreement between the Family Service Agency of San Mateo County and the San Mateo County Superior Court. This liaison will be the Court's representative for communications of problems and changes that arise during the course of this agreement. The parties agree to the following regular communications:
 - a. Monthly statistical reports shall be sent to the Court's liaison person and the statistics manager by the tenth working day of the following month;
 - b. Monthly staffing report will be due when the invoice is submitted to the Court; and
 - c. A quarterly and an annual report will be distributed to the Court's liaison person and statistics manager by the fifteenth working day of the month following the end of each quarter or calendar year.
2. Contractor shall report to the liaison any unusual incidents occurring in connection with the performance of this agreement within 24 hours of the incident. A follow-up written report shall be submitted within 48 hours. In no event, shall the Contractor respond to any inquiries from the media about any incident occurring in the CWRs or at the Court.
3. In consultation with the Court, Contractor shall establish and maintain a current set of Policies and Procedures relating to the operation of the CWRs. A copy of the Policies and Procedures shall be provided to the Court.

EXHIBIT "E"
COURT INTERNET AND E-MAIL POLICY

E-MAIL POLICY

I. Introduction

Overview

This policy outlines the proper use of Electronic Mail (E-mail) resources available to employees of the Superior Court of California, County of San Mateo. The policy complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Background

In recent years, many Court employees have acquired the ability to communicate electronically, both with other employees and with computer users outside the Court. This is done primarily through networked computer systems and via the Internet. This ability to communicate electronically has led to increasingly complex issues regarding employee privacy, security of confidential information, the potential for harassment (based on gender, race and other categories), and concerns about what responsibility the Court has for the content of messages sent and received on Court employees' computers. This E-mail Policy addresses some of these issues by setting out appropriate and inappropriate uses of E-mail by Court employees, as well as issues related to the stability of the Court's E-mail systems. As used here, E-mail includes all messages and attachments, processed by any Court E-mail system using the Court's computer network.

Public Records Act Considerations

Electronic messages are subject to the same level of review as paper documents regarding legal retention periods. Departments should establish standards, procedures and techniques to ensure proper retention and disposal of E-mail.

Privacy and Monitoring

Since E-mail messages are intended for Court business, Court employees shall have no right or expectation of privacy in any E-mail message in the Court E-mail systems. The Court reserves the right to monitor, audit, delete and read E-mail messages received or sent on Court computing devices. The Court's E-mail Administrators may override user passwords. Supervisors and Managers shall have the right to review any E-mail message of any employee supervised by them at any time and for any reason.

Use of the Court E-mail systems constitutes consent to this policy.

II. Purpose of E-Mail

The primary purpose of E-mail is to communicate between individuals and groups and to promote effective and efficient use of time and resources in order to carry out the business of the Court.

III. Uses

E-mail activities during business hours should be directly related to Court business. Use of the e-mail system should be handled as judiciously as the telephone system. Personal use should be kept to a minimum with no inappropriate usage. Personal use is only allowed during break or lunch periods. Discretion and good judgment should be used to protect the court from any appearance of misuse of information or the public trust.

Listed below are examples of appropriate and inappropriate e-mail use.

A. Examples of Appropriate Use

1. Providing or requesting information regarding Court business (e.g. meeting notification, sharing draft memos and procedural information, asking and answering general questions, etc.)
2. Transmitting small documents or files (vs. printing and mailing the document)
3. General announcements within the scope of the sender's job responsibilities
4. Informational announcements that need to be communicated to Court employees (e.g. "Spare the Air Day")

B. Examples of Inappropriate Use

1. The inappropriate transmission of any Protected Health Information (PHI) in a manner that violates HIPAA regulations.
2. Any material or comment that is discriminatory, offensive, defamatory or harassing
3. Conducting personal business or selling of personal items
4. Illegal activities
5. Copyright infringement
6. Items of a political nature or having to do with political activities
7. Union business
8. Formal or informal corrective action or other personnel actions sent to the subject of the action
9. Use of e-mail when signed documents are required (Note: use of e-mail to distribute documents for signature is acceptable)
10. Purposely creating any message that purports to be from another person without their permission
11. Unauthorized use of Court or County mailing lists
12. Creating or forwarding "chain letters" or other "pyramid" schemes of any type
13. Membership or participation in non work related mailing lists using Court or County Email IDs
14. The transmission of sensitive information to any party outside the Court without prior approval of the court Executive Officer.
15. The transmission of PHI to any party outside the Court without the use of encryption levels consistent with HIPAA standards.
16. Use of E-mail as a file transfer or sharing mechanism for large documents (generally, documents larger than ten megabytes.)
17. Continuous connections to non-Court E-mail systems through Internet based Instant Messengers

IV. Unsolicited E-mail

The Court recognizes that at this stage of Internet development, E-mail systems are a primary means of distributing Computer Viruses and distributing unsolicited commercial Email, commonly known as SPAM. The Court will take appropriate actions to filter and restrict incoming E-mail in order to protect the Court's computer systems and relieve the Court's Email system of unsolicited E-mail.

E-mail users should treat all unsolicited Email with suspicion, particularly Email received from the Internet. If the user is unsure of the authenticity and integrity of an Email it should be referred to Information Technology staff or deleted.

V. Violations

Violations of this policy will be investigated and may result in disciplinary action up to, and including, dismissal from Court employment.

San Mateo County – Internet Policy

Issue Date:

Revision Date: August 12, 2008

1. Policy Purpose

The purpose of this policy is to outline appropriate use of the Internet resources available to employees of the County of San Mateo. Access to the internet through the County's network is a privilege and carries responsibilities reflecting responsible and ethical use.

The County supports Internet use that enables employees to perform their job faster and smarter, and encourages its employees to develop Internet skills and knowledge.

The facilities that provide Internet access represent a considerable commitment of resources for data networking, digital virus protection, Internet fire-walling and Internet bandwidth. This Internet usage policy is designed to help employees understand the limitations for use of those resources. Inappropriate use exposes the County to risks including virus attacks, Internet bandwidth saturation, negative publicity, and potential legal liabilities.

2. Policy Scope

As custodians of resources entrusted to us by the public, we should always be mindful of how we utilize these resources. We should also be mindful of our responsibility to act so that others are not deprived of access to useful resources as they perform their duties.

This policy applies to employees, contractors, consultants, temporary staff and other workers at the County, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the County and all connections to the County network.

3. Policy Description

Background

The purpose of Internet access is to distribute, or make available, services and information to public constituencies or to perform research in support of County work assignments.

The County has implemented the necessary network infrastructure to provide Internet access to employees connected to the County's Wide Area Network. The County has other policies that address technology-specific areas including policies on information security, Email and portable computing. Departments may have internal policies that also address these issues. These policies are cumulative and in the event of conflict, the policies providing the County with the greatest level of security apply.

General Guidelines

The County recognizes that use of the County's Internet access resources for personal use may be necessary, just as personal telephone calls from the office may be necessary, and may be more efficient than using the telephone or leaving the office to conduct personal business. Personal use of the County's Internet access resources is permitted subject to this policy. Users should not expect that transmissions made through County equipment or the County network are private or confidential.

The use of the County's Internet resources and services for non-work purposes is permitted only in compliance with the following criteria:

1. The cost (in time spent using the Internet for non-work activities) to the County must be negligible.
2. The use must not hinder productivity or interfere with a County employee's obligation to carry out County duties in a timely and effective manner. Time spent engaged in the non-work use of County Internet resources is not considered to be County work time.
3. The use must in no way undermine the use of County resources and services for official purposes.
4. The use neither expresses nor implies sponsorship or endorsement by the County. Any posting to public forums such as newsgroups, or any transmittal of electronic mail through the Internet for personal use must include a disclaimer that the views are those of the employee-user and not the County of San Mateo. Forums should be used with care and not cause any adverse publicity or embarrassment to the County.
5. The use must be consistent with local, state and federal laws regarding obscenity, libel, or the like, and state and federal laws and County policies regarding political activity, the marketing of products or services, or other inappropriate activities.
6. The use shall not result in personal gain, i.e., outside business activities, items for sale, etc..

Examples of Acceptable Use of the County's Resources:

The list below is by no means exhaustive, but is an attempt to provide a framework for activities that fall into the category of acceptable use.

1. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, etc.
2. Transmitting or receiving a file or document (in conjunction with Email) that does not otherwise fall into the category of unacceptable use.
3. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, etc.
4. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, etc.
5. Incidental use of the internet, i.e., generally considered to be 10-15 minutes at a time not to exceed 30 minutes per day for the purpose of checking bank balances, personal e-mail accounts, transit schedules, traffic congestion, map sites for directions, online newspapers, etc.

Examples of Unacceptable Use of the County's Resources:

Illegal activities under local, state, federal, or international laws are strictly prohibited. In applying these guidelines, each case will depend upon the particular circumstances and other important factors such as

materiality or reasonableness. Each employee is responsible for understanding and complying with the County's Internet Policy. Supervisors/managers have the additional responsibility to ensure that their subordinate employees are aware of this policy as well as to address any potential non-compliance with this policy.

Employees should consult with their supervisors in advance if they have any questions about appropriateness of certain practices. A supervisor's decision cannot, however, circumvent other policies and procedures of the County of San Mateo that may restrict personal use beyond the limitations cited in these guidelines.

The list below is by no means exhaustive but is an attempt to provide a framework for activities that fall into the category of unacceptable use.

1. Accessing any kind of website to view images or documents that are in violation of our Equal Employment Opportunity policy on discrimination and harassment, including sexual harassment. In addition, such material, including sexually explicit images and documents may not be viewed, archived, stored, distributed, edited or recorded using our network or computing resources.
2. Downloading software from the Internet without prior written approval of the Chief Information Officer or his/her designate.
3. Downloading of any executable files or programs which change the configuration of your system by anyone other than Information Systems personnel is prohibited.
4. Installing or running any programs or services that provide ongoing communications with the Internet which have not been approved by the Chief Information Officer, including but not limited to instant messengers, screen savers, peer to peer communications (skype, bitTorrent, gnutella, KaZaA for example) or other on-line services to access the internet (America OnLine, Compuserve, Earthlink) on County computers which do not fulfill legitimate job functions.
5. Accessing any on-line gambling websites (i.e., casino.com).
6. Accessing any non-work related, time consuming internet sites, including but not limited to on-line gaming or on-line auctions (i.e., gamezilla.com, mpog.com, eBay).
7. Accessing any streaming media sites which do not fulfill legitimate job functions (viewing full episodes of network television shows, streaming internet radio).
8. Conducting any non-County business activity not listed above for longer than 10-15 minutes not to exceed 30 minutes per day.

4. Management and Administration

The County has software and systems in place that can monitor and record all internet usage. County employees shall have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and Managers shall have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department, other Department systems and records may be searched with the approval of the head of that Department. The County may monitor and report on Internet use by County employees. A supervisor/manager may restrict Internet use by anyone supervised by him/her if such supervisor/manager believes the employee is not in compliance with this policy. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.

5. Enforcement

Violators of this policy may be subject to appropriate disciplinary action up to and including employment termination, termination of agreements, denial of service, and/or legal penalties, both criminal and civil. For inappropriate release of Protected Health Information (PHI) the disciplinary action contained in the Protected Health Information Sanction Policy will apply.

EXHIBIT "F"

**ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

_____ employs fewer than 15 persons

_____ employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 person:

SAMPLE ONLY DO NOT SIGN

Name of Contractor:

I certify that the above information is complete and correct to the best of my knowledge.

Dated: _____
Signature and Title of Authorized Official

* Exception: DHHS regulations state that:
"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**REQUEST FOR PROPOSAL - ATTACHMENT B
CONTRACTOR CERTIFICATION FORM**

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

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

Printed Name

Signature

Date

Title

CONTRACTOR CERTIFICATION FORM (CONTINUED)

Please list all contracts with courts or governments or other governmental agencies during the two years preceding submission of this proposal:

- 1.
- 2.
- 3.
- 4.

**REQUEST FOR PROPOSAL - ATTACHMENT "C"
PRICING SHEET**

[To be filled out by the contractor]

**ATTACHMENT “D”
 DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either i) certify that it is not a “scrutinized company” as defined in PCC § 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the correspond box **and** complete the certification for paragraph 3.

We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

We are a “scrutinized company” as defined in PCC 10476; but we have received written permission from the Court to submit a bid or proposal pursuant to PCC 10477(b). A copy of the written permission from the Court is included with our bid or proposal.

OR

We currently have, or we have had with the previous three years, business activities or other operations outside of the United State, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

California Public Contract Code, § 10476. **(Operative term contingent) "Scrutinized company"**

As used in this article, the following definition applies:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:

- (a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
- (b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
- (c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
- (d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
- (e) Its business operations consist of providing goods or services that are used only to promote health or education.
- (f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
- (g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

**REQUEST FOR PROPOSAL – ATTACHMENT “E”
 CURRENT AVERAGES OF CHILDREN’S WAITING ROOM USAGE
 FISCAL YEAR 2011-2012**

Hall of Justice

	Monday Morning	Monday Afternoon	Tuesday Morning	Tuesday Afternoon	Wednesday Morning	Wednesday Afternoon	Thursday Morning	Thursday Afternoon	Friday Morning	Friday Afternoon
July	10	12	18	13	13	7	9	7	17	14
August	21	14	19	17	15	7	14	12	20	10
September	2	7	12	12	8	7	8	13	7	4
October	18	8	9	6	9	11	16	13	9	12
November	8	9	13	8	9	6	5	7	6	3
December	9	9	4	7	5	10	14	8	5	15
January	4	12	5	15	6	0	12	15	12	10
February	1	3	11	8	2	3	6	14	17	7
March	10	11	6	11	3	8	11	15	16	10

Total Children	83	85	97	97	70	59	95	104	109	85
Average Children Per Month	9	9	11	11	8	7	11	12	12	9
Total Court Users	55	56	64	64	46	39	63	69	72	56
Average Court Users per Month	6	6	7	7	5	4	7	8	8	6

Total 884

Youth Services Center

	Tuesday Morning	Tuesday Afternoon	Wednesday Morning	Wednesday Afternoon	Thursday Morning	Thursday Afternoon
July	2	6	0	3	2	8
August	2	15	3	8	1	7
September	1	8	2	2	1	9
October	0	8	0	5	1	7
November	0	9	2	5	2	5
December	2	4	0	7	0	14
January	2	5	3	10	1	6
February	1	8	2	14	4	10
March	8	4	2	2	4	5

Total Children	18	67	14	56	16	71
Average Children Per Month	2	7	2	6	2	8
Total Court Users	8	31	7	26	7	33
Average Court Users per Month	1	3	1	3	1	4

Total
242



