

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO REQUEST FOR PROPOSAL

FAMILY VISITATION CENTER



**REQUEST FOR PROPOSAL NUMBER 2017-01
WRITTEN PROPOSALS DUE BY
FRIDAY, AUGUST 26, 2016 - 3:30 PM**

**Superior Court of California, County of San Mateo
400 County Center, 4th Floor
Redwood City, CA 94063
Attention: Mary Treanor, Contracts Administrator
Finance Division**

1.0 BACKGROUND INFORMATION

1.1 The Superior Court of California, County of San Mateo (“Court”) has had partnership relationships in supervised visitation and exchange programs for parties under the supervision of the Court’s Family Law Division pursuant to Family Law Code sections 3200 et seq. for over ten years. This Program is governed by the Family Law code and the Standards of Judicial Administration, Standard 5.20. (See Attachment 7)

1.2 The following is a description of the terms of the program, scope of services to be provided, and the prospective service provider (“Proposer”) selection process. Proposer’s submission of a Proposal for this project will be considered Proposer’s agreement to comply with the specifications in this RFP and the terms and conditions as stated in the Contract terms and conditions. (See Attachment 2)

1.3 The Court is issuing this Request for Proposal (“RFP”) to solicit competitive proposals from entities that can provide a facility and qualified and certified staff to facilitate court ordered supervised visitations and child exchanges (“Program”) as described herein.

1.4 The Program provides a safe haven for parents of children to comply with court-ordered supervised visitations or exchanges of children for visitation purposes under the terms of a court order. The Program staff either facilitates a safe exchange of children from one parent/guardian to another for parental visitations or supervises an on-site visitation by a parent/guardian with the child(ren).

1.5 Currently the Court provides partial funding for services by a service provider for approximately 1,400 scheduled supervised visitations and 900 scheduled supervised exchanges throughout the year. Services are provided six days per week with hours varying by day.

1.6 Goals and Objectives

A. 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 facilitate court ordered supervised visitation and or/exchanges of children.

B. It is the Court’s objective to have a service provider who will provide qualified and experienced staff at all times to provide the services and to have a safe environment for the exchanges and visitations between the parties and the child(ren). The Proposer should also provide an appropriate orientation and intake process, provide appropriate information and referrals to families using the services, and may also have the ability and choose to offer additional counseling services of benefit to the families, according to the agency’s own established fee schedule.

- 1.7 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.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Court seeks the services of an entity with expertise in providing services to facilitate court ordered supervised visitation and/or exchanges of children in compliance with the Standard 5.20 of the Standard of Judicial Administration that governs this Program. (See Attachment 7)

- 2.2 Description of Services to be Provided. Proposer will be required to provide a facility, staffing, and services to facilitate court ordered scheduled and supervised visitation and exchanges. This shall include but not be limited to:

- A. Providing qualified and trained staff to provide the services at the visitation center during the hours of operations as stated in this RFP.
- B. Staffing and maintaining the visitation center to the level of service and safety as described in Sections 2.4(C) and 2.4(G).

C. Supervised Visitations

1. A visitation is defined as a recurring visitation appointment on a particular day and time or a non-recurring visitation that is scheduled and confirmed with all parties involved, regardless of whether the visitation actually takes place.
2. Contractor shall provide the capacity for 1,400 scheduled supervised visitations to the community annually.
3. A supervised visit is defined as no less than 90 minutes of parent/child interaction not including pre- and post-visit consultations with the parties and/or report writing. The parent/child interaction may be shortened if any of the parties are late or if a shorter time frame will improve the quality of the visit. Visits involving more than 90 minutes of parent/child interaction will be counted as two visits.

D. Exchanges

1. Contractor shall provide the capacity for 900 scheduled supervised family exchanges to the community annually.
2. An exchange is the supervised transfer of one child from one parent or guardian to another. A scheduled exchange is defined as a recurring appointment for the exchange of a child or children or a non-recurring exchange that is scheduled and confirmed with all parties involved,

regardless of whether the exchange actually takes place.

- E. *Collateral Services.* Contractor may offer additional services to persons referred by the Court at Contractor's own discretion and according to Contractor's financial ability to support such additional services.
- F. *Right of Refusal of Services.* Contractor shall evaluate all referrals made by the Court and may refuse service to clients who:
- Require a more secure setting than that provided by the Visitation Center;
 - Do not follow Center rules and procedures;
 - Do not pay applicable fees;
 - Fail to appear for visits and exchanges; or
 - Do not benefit from the Center's services.
- G. *Service Level Review.* The Court reserves the right to review the level of service provided by Contractor at any time during the term of this Agreement. This shall include, but is not limited to, the number of exchanges or visitations that are available to the Court. Any changes to the levels of service, and any corresponding changes to the amount of this contract, will only be made upon a written agreement signed by both parties to make such adjustments.
- H. *Reporting Requirements.* In addition to the reporting requirements as set forth in Appendix C of the Sample Contract in Attachment 2, Contractor shall provide the following additional reports:
1. Contractor will provide visitation reports of staff observations to the Court when specially requested by a Family Court Services child custody recommending counselor or Family Court judge.
 2. Exchange reports will be made available when specially requested by a Family Court Services child custody recommending counselor or Family Court judge.
 3. Contractor will follow the mandatory child abuse reporting laws as well as make a reasonable attempt to notify the Court immediately of the situation.
 4. The Visitation Center will not be required to provide evaluation or other reports not mentioned in this Agreement or any of the Addendums or exhibits, unless requested or ordered by the Court.

2.3 General Requirements.

- A. Provide a safe and easily accessible facility where parents/guardians can safely drop off and pick up their child(ren) for court ordered visitations or where supervised visitations can take place.

- B. Proposer must be a non-profit or governmental agency.
- C. Proposer shall have certified and trained employees who will coordinate exchanges and supervise on-site visitations in compliance with the requirements as stated in Standard 5.20. (See Attachment 7)
- D. Proposer's employees will be subject to security clearance as stated herein, and shall have undergone all necessary classes and certification required to provide these services at the Contractor's own expense.

2.4 Minimum Service Requirements. The following are minimum requirements for the services to be provided under this RFP.

- A. Comply with all contractual obligations imposed by the Court:
 - 1. Maintain a facility and provide services for court ordered visitations and exchanges in compliance with court orders.
 - 2. Develop written administrative and operational policies and procedures that reflect an understanding of statutory, administrative and Court requirements as stated in Standard 5.20.
 - 3. Offer care all year during specified operating hours.
 - 4. Provide services six days a week with a minimum of open hours of 11:30 p.m. to 8:00 p.m. Tuesday through Friday; 8:30 a.m. to 5:00 p.m. Saturday; 10:30 to 7:00 p.m. Sunday; and closed on Monday.
 - 5. 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.
- B. Obtain adequate and appropriate liability insurance coverage for the type of business and services that are being provided, including but not limited to professional liability insurance. (See requirements in Sample Contract, Attachment 2)
- C. Institute and maintain a high-quality and professional visitation and exchange center, services and program that meets the emotional, social, safety, and developmental needs of those persons utilizing these services:
 - 1. Provide and maintain facilities that are appropriate and safe for court ordered child(ren) exchanges for parental/guardian visitations.
 - 2. Provide and maintain facilities with areas that are appropriate and safe for supervised child(ren) and parent/guardian on-site visitations that are supervised by applicant's staff.

3. Comply with the responsibilities and obligations as set forth in Standard 5.20 (l), (m), (n) and (o).
 4. Develop appropriate intake and orientation procedures; provide the Court with copies of the referral and intake process and forms, upon request.
 5. Establish procedures and practices for appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families and other transitions.
 6. Provide appropriate information and referrals to users that accounts for culture and identity.
 7. Provide a safe and secure program that meets with the requirements of Standard 5.20 (g).
- D. Provide employees who meet the qualifications as specified in Standard 5.20 (e) and who have undergone training as required in Standard 5.20 (f).
1. Implement an employee and volunteer screening and reference check system that ensures that employees are appropriate for working at the visitation/exchange center, 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.
 2. Establish procedures and practices for ongoing monitoring of employee performance.
 3. Conduct regular and timely performance reviews for all staff and establish procedures for hiring, discipline, and termination.
 4. Ensure that all employees maintain the level of confidentiality required by Standard 5.20(k).
 5. Provide for ongoing recruitment and monitoring of suitable staff that reflect the racial, economic, and ethnic diversity of San Mateo County.
 6. Ensure that available staff and/or volunteers reflect the ethnic, racial, and linguistic diversity of the County.
- E. Monitor and document the number of children and families served and the effectiveness of its work with the parties and children, reporting to the Court on a regular basis as requested.
1. Give all parties utilizing the visitation center an opportunity to

complete an anonymous satisfaction survey, and provide copies to the Court upon request.

2. 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 visitation center. The Court will work with contractor on the format, detail, and frequency of the report.
3. Liaison with Family Court Services and judicial officers upon request to provide sufficient follow up documentation about referred cases.
4. Provide the Court with copies of policies and procedures that detail the communication and safety protocols in the following situations: when a child(ren) refuses to visit; where the Provider has concerns about the transition from supervised visits to supervised exchanges; and for cases that are deemed to be inappropriate for service based on safety concerns (for child, parent/guardian, or Provider).

F. Provide the Court with a fee schedule that the applicant will charge to the parties for the services. This fee schedule shall be provided to the Court annually for the Court’s annual review and approval. This schedule shall be on a sliding scale based on the party’s financial ability to pay for the services.

G. Together with the Court’s security officials, establish safety and security procedures for the visitation center that includes addressing emergency situation.

2.5 The term of the contract will be for three years subject to the terms and conditions as stated in the proposed contract. (See Attachment 2)

3.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	<i>August 8, 2016</i>
Deadline for questions (see Attachment 1, Section 2)	<i>August 15, 2016</i>

EVENT	DATE
Questions and answers posted	<i>August 17, 2016</i>
Latest date and time proposal may be submitted	<i>Friday August 26, 2016 at 3:30 PM</i>
Anticipated interview dates (<i>estimate only, if required</i>)	<i>August 29-30, 2016</i>
Evaluation of proposals (<i>estimate only</i>)	<i>August 29-30, 2016</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>August 31, 2016</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>September 1-14, 2016</i>
Contract start date (<i>estimate only</i>)	<i>November 1, 2016</i>
Contract end date (<i>estimate only</i>)	<i>October 31, 2019</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this Court Standard Form agreement.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.

5.0 INVOICING AND PAYMENT INFORMATION

5.1 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.

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

David Cherniss, Senior Managing Attorney
Superior Court of California, County of San Mateo
400 County Center, 2nd Floor
Redwood City, CA 94063

6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

A. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

B. The Proposer must submit **one (1) original and three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

C. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.

- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

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

- 6.4 Late proposals will not be accepted.
- 6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

- 7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- A. The Proposer's name, address, telephone and fax numbers, and federal tax identification number.
 - B. *Contact Information.* Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
 - C. *Qualifications.* For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
 - D. *References.* Names, addresses, and telephone numbers of a minimum of two (2) clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
 - E. *Executive Summary.* The Executive Summary should summarize the Proposer's proposal and their ability to meet the minimum qualification (See Section 8.1(I)). Additionally the Executive Summary should detail the Proposer's ability to meet the designated time line in starting up this service.
 - F. *Program Narrative.* The Program Narrative should include a proposed method to complete the work with the following details:
 - 1. Specific discussion of how Proposer will provide the services being sought by the Court.

2. Discussion of how Proposer will meet minimum service components detailed in Section 2.4.
3. Detailed information about Proposer's ability to meet Court's capacity requirements, previous experience, and other resources that will enable the Proposer to provide the services detailed in this RFP.
4. Strategic program start-up and transition plan and timetable, including but not limited to hiring, orientation, start of services, staff performance evaluation, service documentation and accountability procedures.
5. Proposer 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.

G. Acceptance of the Terms and Conditions.

1. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
2. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

H. Certifications, Attachments, and other requirements.

1. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
2. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
3. If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), Proposer must provide proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

4. Proposer must provide copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
 5. Proposer must provide a Financial Statement, including proof of financial solvency or stability, including but not limited to the applicant's state and federal nonprofit status, the most recent reviewed and/or audited financial statement for the applicant and, if appropriate, the parent organization of the applicant; the financial record keeping procedures of the applicant; and a description of the proposed cash flow and billing in arrears procedures.
- I. *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). The Proposer must state specifically in its Executive Summary how it will comply with each minimum qualification specified below 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. **Proposers 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.**

MINIMUM QUALIFICATIONS

1. Proposer must be a non-profit or governmental agency.
2. Proposer must have all required licenses that cover all of the work and services that will be performed under the contract.
3. Proposer must have all necessary insurance coverage as stated in the sample proposed contract.
4. The Court requires the Proposer to have experience in providing the services required herein.
5. Any of Proposer's staff who will be providing care must comply with all of the requirements as stated in Standard 5.20 and have undergone security/background checks, including fingerprinting (Live Scan security clearance).
6. Neither Proposer nor any of its proposed subcontractors are currently under investigation by or have been suspended or have their licenses or certifications revoked 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 (See Attachment 4, Contractor Certification form).

7. Proposer must have or be able to provide a facility that is centrally located in San Mateo County that will accommodate the level of service (visitations and exchanges) required under this contract.
8. Proposer must comply with the Judicial Branch Contracting Laws (Public Contract Code sections 19201, et Seq.) as stated in the “General Terms” of the proposed contract.

7.2 Cost Proposal. The following information must be included in the cost proposal.

- A. *Start Up Budget.* Any start-up costs prior to an applicant’s commencement of the visitation center services should be listed in a separate, clearly labeled section including a detailed line item budget showing total cost of the proposed services and a full justification of all budget line items in a narrative entitled “Budget Justification.” The budget justification should explain the nature of the proposed costs and why they are appropriate and necessary. It should also 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.
- B. *Annual Budget.* The annual budget should outline the ongoing personnel and other costs associated with operating the visitation center. The annual budget should include a detailed line item budget showing total cost of proposed services and a full explanation of all budget line items in a narrative entitled “Budget Justification.” The budget justification should include a level of detail sufficient for the proposal to be analyzed for cost effectiveness and for the applicant to deliver a high quality level of service.
- C. *Grant Funding.* Proposer shall describe their experience with obtaining grant funding for their programs.
- D. *Not to Exceed Amount.* Proposer shall include a “not to exceed” total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for one hundred twenty (120) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

9.1 Evaluation Procedure.

- A. At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.
- B. If a contract will be awarded, the Court will post an intent to award notice at www.sanmateocourt.org

9.2 Evaluation Criteria

- A. The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted</i>	25
<i>Experience on similar assignments</i>	25
<i>Cost</i>	30
<i>Credentials of staff to be assigned to the project</i>	10
<i>Acceptance of the Terms and Conditions</i>	5
<i>Ability to meet timing requirements to complete the project</i>	5

9.3 Explanation of Evaluation Criteria

- A. *Quality of work plan submitted.*

1. Confidence that the applicant has the ability to best deliver high quality and appropriate services and accommodations consistent with the stated specifications.
2. 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 that are the minimum requirements for this RFP.
3. 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.
4. Proposer's documented status as a governmental agency, 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.
5. Financial and organizational stability. Proposers shall include in their proposal sufficient financial documentation to establish their financial capability. The Court reserves the right to request additional information to assure itself of an applicant's financial status. If an applicant 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.

B. *Experience on similar assignments.*

1. Provider qualifications and prompt and continuous availability of quality services.
2. The number of years the Proposer has been in business, the size of its organization, the number of employees and volunteers, if any (and designation of such), and the number of their successful visitation/exchange facilities or similar services operated and provided for by the applicant.
3. Capabilities of the applicant in terms of qualifications and relevant past experience. Proposers shall indicate their past performance functioning as an applicant agency, including past performance in providing similar types of program services, operating visitation and exchange facilities, and providing related family support services; and working with the target population and with the judiciary and court staff.

4. Past service history of applicant regarding working with families in the same or similar situations involving child custody and visitation issues and the program participants' satisfaction with the agency's services. 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.

C. Cost.

1. Financial feasibility and cost effectiveness of the proposal.

D. Credentials of staff to be assigned to the project.

1. 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 applicants stated and guarantee of the minimum qualifications and the guaranteed start date.

E. Acceptance of the terms and conditions.

1. Signature on Attachment 3.

F. Ability to meet timing requirements to complete the project.

1. The proposed schedule for program start-up. It is anticipated that a contract can be signed in mid-September with a start date of November 1, 2016.

10.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a

Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Court has waived the DVBE incentive in this solicitation.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Superior Court of California, County of San Mateo
Attn: Steven Chang, Finance Director
400 County Center, 4th Floor
Redwood City, CA 94063

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS
(NON-IT SERVICES)

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“COURT”)
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to rfp@sanmateocourt.org (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposers’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court’s responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, an Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the Court before the proposal due date and time by releasing an addendum to the solicitation.
- B. If an Proposer fails to notify the Court of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

An Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse an Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The Proposer reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require an Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of an Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. An Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by an Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, the Proposer will 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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer 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.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Neal Taniguchi, Deputy Court Executive Officer.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
STANDARD AGREEMENT rev January 2016

with Contractor Name.

AGREEMENT NUMBER

41-17-D0K#.

1. In this agreement (“Agreement”), the term “Contractor” refers to Contractor Name, and the term “Court” refers to the Superior Court of California, County of San Mateo

2. Background
A.

3. This Agreement is effective as of Effective Date Effective Date”) and expires on Expiration Date (“Expiration Date”).

This Agreement includes one or more options to extend through Date or N/A.

4. The maximum amount the Court may pay Contractor under this Agreement is \$ Contract Amount (the “Contract Amount”). The maximum amount the Court may pay Contractor is (i) \$ Dollar Amount during the Initial Term, and (ii) \$ Dollar Amount during the Option Term.

5. The purpose or title of this Agreement is: Purpose or Descriptive Title

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

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

Court:

Superior Court of California, County of San Mateo
Attn: Project Manager
400 County Center, XX Floor
Redwood City, CA 94063
Telephone: (650) PM ext.
Email: [Click here to enter text.](#)

Contractor:

Telephone:
Email:

7. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms.
- Appendix E – Contractor Travel Guidelines
- Attachment 1 – Contractor Certification
- Attachment 2 – Darfur Certification
- Attachment 3 – Statement 504 Certification

APPROVALS
(For Court Use Only)

PROJECT MANAGER APPROVAL

Approved by:	
SIGNATURE OF APPROVING AUTHORITY 	DATE

FINANCE DIRECTOR REVIEW AND PROCESSING

Approved by: Neal Taniguchi, Director of Finance	
SIGNATURE OF APPROVING AUTHORITY 	DATE

LEGAL APPROVAL *(if applicable)*

Approved as to legal form by: N/A	
SIGNATURE OF REVIEWING ATTORNEY 	DATE

Court'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of San Mateo	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> Contractor Name
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING Name and Title.
DATE EXECUTED Date.	DATE EXECUTED Date.
ADDRESS 400 County Center Redwood City, CA 94063	ADDRESS Contractor Address.

APPENDIX A

Goods and Services

In consideration for payment of the compensation by Court as specified in Exhibit “B” contractor will provide
Summary of Goods/Services

1. Goods

1.1 Description of Goods. The Court shall purchase from Contractor, and Contractor shall sell to the Court the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances:

-
-

1.2 Risk of Loss; Title. Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the Court at [address]. Title to the Goods vests in the Court upon payment of the applicable purchase price.

1.3 Inspection and acceptance criteria.

-
-

1.4 Goods Warranties. Contractor warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design. The Court’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

2. Services.

2.1 Description of Services. Contractor shall perform the following services (“Services”):

-
-

2.2 Description of Deliverables. Contractor shall deliver to the Court the following work products (“Deliverables”):

-
-

2.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Court may reject the applicable Services or Deliverables. The Court may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

-
-

2.4 Timeline. Contractor must perform the Services and deliver the Deliverables according to the following timeline:

-

-
- 2.5 **Project Managers.** The Court’s project manager is: [Insert name]. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: [Insert name]. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.
- 2.6 **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Court’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.
- 2.7 **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 2.8 **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 2.9 **Stop Work Orders.**
 - A. The Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
 - B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.
 - C. The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
- 3. **Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the Court. The Court may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). If the Court rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Court within ten (10) business days after the Court’s

rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Good, Service, or Deliverable. The Court may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Court if the Court rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

DRAFT

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the Court: _____

The Services or Deliverables are:

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

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the Court has accepted:
 -
 -
3. **Compensation for Services.**
 - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the Court has accepted:
 -
 -
 - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (15%) of each such payment until the Court accepts the final Deliverable.
 - 3.3 **No Advance Payment.** The Court will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
 - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
 -
 -
 - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the Court, and (ii) all travel expenses are limited to the maximum amounts set forth in the Court's travel expense policy (Appendix E).
 - 4.3 **Expense Limit.** Contractor shall not invoice the Court, and the Court has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$ Dollar Amount. for the Initial Term and \$[Dollar amount] for the Option Term.
 - 4.4 **Required Certification.** Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
5. **Invoicing and Payment**
 - 5.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the Court,

including the services performed; the date the services were provided; the amount of time it took to perform the work (if applicable) and the total amount of the invoice. Contractor shall be submitted within 5 business days after the end of the month within which the work was performed or services provided and shall be submitted to:

Superior Court of San Mateo County
400 County Center
Redwood City, CA 94063
Attn: Project Manager

- 5.2 Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.
- 6. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. 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. Contractor represents and warrants as follows:

- 2.1 **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.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 **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.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 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.
- 2.5 **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.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 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.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** 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.

3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - B. Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy 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 \$1,000,000 per accident or disease.
 - C. Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
 - E. Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the Court's funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$[Dollar amount].

- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 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 (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 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.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins 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 thirty (30) days' prior written notice to the Court.
- 3.7 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.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory 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; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through

counsel of its own choosing. 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.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
7. **Termination**
 - 7.1 **Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 **Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) 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; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
 - 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death 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.
 - 7.4 **Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
 - 7.5 **Rights and Remedies of the Court.**
 - A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) 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; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
 - B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate,

goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court's termination Notice.

7.6 **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. **Notices.** Notices must be sent to address and recipient in Section 6 of the Standard Agreement Coversheet above. Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. **Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

10.1 **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.*

Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.*

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Court.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this

Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

10.10 DVBE Commitment. *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

10.11 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* 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. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, 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 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. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

10.12 Legal Services. *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

- 11.1 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. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such

licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under 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.
- 11.9 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 section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring

goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

11.13 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

11.14 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

11.15 Time of the Essence. Time is of the essence in Contractor’s performance under this Agreement.

11.16 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

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APPENDIX D – Defined Terms

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

“**Agreement**” is 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.

“**Contractor**” is defined on the Coversheet.

“**Confidential Information**” means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“**Consulting Services**” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) 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 (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“**Contract Amount**” is defined on the Coversheet.

“**Coversheet**” refers to the first page of this Agreement.

“**Deliverables**” is defined in Appendix A.

“**Effective Date**” is defined on the Coversheet.

“**Expiration Date**” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“**Goods**” is defined in Appendix A.

“**Initial Term**” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“**Court**” is defined on the Coversheet.

“**Judicial Branch Entity**” or “**Judicial Branch Entities**” means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

“**Notice**” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

“**Option Term**” means a period, if any, through which this Agreement may be or has been extended by the Court.

“**PCC**” refers to the California Public Contract Code.

“**Services**” is defined in Appendix A.

“**Stop Work Order**” is defined in Appendix B.

“**Term**” comprises the Initial Term and any Option Terms.

“**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.

APPENDIX “E” - CONTRACTOR TRAVEL RATE GUIDELINES

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

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

1. In-state – Actual lodging cost per night, not to exceed the following rates supported by a zero balance receipt, plus applicable tax (if not waived by the lodging establishment):

Within the counties of:

- A. San Francisco: the maximum rate is \$150.
- B. Alameda, San Mateo, and Santa Clara: the maximum rate is \$140.
- C. Monterey and San Diego Counties: the maximum rate is \$125.
- D. Los Angeles, Orange, and Ventura Counties: the maximum rate is \$120.

All other counties will remain at the previously established maximum reimbursement rates of \$110.

2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

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

1. Breakfast – Up to \$8
2. Lunch – Up to \$12
3. Dinner – Up to \$20

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

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

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

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

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate.

3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

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

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

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

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**ATTACHMENT 1
CONTRACTOR CERTIFICATION**

Contractor does not have an interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411, Government Code sections 1090, et seq. or 87100, et seq., or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

By (Authorized Signature)	<i>Date:</i>
Printed Name and Title of Person Signing:	

**ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder, proposer or contractor 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, the proposer/bidder must insert its company name and Federal ID Number below and 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 corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. 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**
2. 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**
3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, 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>

**ATTACHMENT 3
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:

XXXX

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."


**ATTACHMENT 3
APPLICANT’S ACCEPTANCE OF TERMS AND CONDITIONS**

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

OR

2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 4
GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.


Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) 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.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a 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 proposal.

To submit a proposal to the Court, the proposer must insert its company name and Federal ID Number below and 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 corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. 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

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

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, 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 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>

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from
the Judicial Council of California (JCC) on behalf of the Superior Courts of California

1 Instructions
See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address:
Judicial Council of California
Trial Court Administrative Services - Vendor Maintenance Unit
P.O. Box 981268
West Sacramento, CA 95798

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name
PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN

BUSINESS NAME - IF DIFFERENT FROM ABOVE	E-MAIL ADDRESS
REMITTANCE MAILING ADDRESS	BUSINESS ADDRESS (if different from remittance mailing address)
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
PHONE NUMBER	FACSIMILE NUMBER

3 Payee Entity Type
Complete One Box Only

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) - - - - -

PARTNERSHIP CORPORATION EXEMPT (NON-PROFIT)
 LIMITED LIABILITY COMPANY CORPORATION - LEGAL GOVERNMENT
 CORPORATION - MEDICAL OTHER - ESTATE OR TRUST

INDIVIDUAL/SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER (SSN) - - - - -

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.

NOTE
A taxpayer identification number is required

4 Resident Status
check the appropriate box

California Resident - Qualified to do business in California or maintains place of business
 California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.
 No services performed in California
 Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification
NOTE
See instructions on page 2

Vendor Contact Information and signature

Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person, as defined by the IRS.

I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.

VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category

Please choose from the JCC Vendor category below to help us expedite payment

ARBITRATOR VOLUNTEER OTHER (description required)
 CONTRACTOR GRAND JURY RENT SETTLEMENTS/AWARDS
 COURT APPT. COUNSEL INTEREST PAYMENTS ONLY DECEASED FINAL PAYMENT
 COURT REPORTER COURT INTERPRETER: (indicate language)
 EMPLOYEE MEDIATOR GARNISHMENT TRUSTEE **PAYMENT TERMS**

COURT CONTACT NAME	PHONE NUMBER	EMAIL
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Court Contact

FOR JCC USE ONLY (Form updated 08/26/2014)

Assigned Vendor Number	Assigned By:
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Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>

SECTION 6 TO BE FILLED OUT BY COURT

6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

2016 California Rules of Court

Standard 5.20. Uniform standards of practice for providers of supervised visitation

(a) Scope of service

This standard defines the standards of practice, including duties and obligations, for providers of supervised visitation under Family Code sections 3200 and 3200.5. Unless specified otherwise, the standards of practice are designed to apply to all providers of supervised visitation, whether the provider is a friend, relative, paid independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The goal of these standards of practice is to assure the safety and welfare of the child, adults, and providers of supervised visitation. Once safety is assured, the best interest of the child is the paramount consideration at all stages and particularly in deciding the manner in which supervision is provided. Each court is encouraged to adopt local court rules necessary to implement these standards of practice.

(Subd (a) amended effective January 1, 2015; previously amended effective January 1, 2007.)

(b) Definition

Family Code section 3200 defines the term "provider" as including any individual or supervised visitation center that monitors visitation. Supervised visitation is contact between a noncustodial party and one or more children in the presence of a neutral third person.

(Subd (b) amended effective January 1, 2015; previously amended effective January 1, 2007.)

(c) Type of provider

Who provides the supervision and the manner in which supervision is provided depends on different factors, including local resources, the financial situation of the parties, and the degree of risk in each case. While the court makes the final decision as to the manner in which supervision is provided and any terms or conditions, the court may consider recommendations by the attorney for the child, the parties and their attorneys, Family Court Services staff, evaluators, and therapists. As specified in Family Code section 3200.5, in any case in which the court has determined that there is domestic violence or child abuse or neglect, as defined in section 11165.6 of the Penal Code, and the court determines supervision is necessary, the court must consider whether to use a professional or nonprofessional provider based on the child's best interest.

(Subd (c) amended effective January 1, 2015; previously amended effective January 1, 2007.)

(d) Qualifications of nonprofessional providers

- (1) A "nonprofessional provider" is any person who is not paid for providing supervised visitation services. Unless otherwise ordered by the court or stipulated by the parties, the nonprofessional provider must:
 - (A) Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
 - (B) Have proof of automobile insurance if transporting the child;
 - (C) Have no current or past court order in which the provider is the person being supervised; and
 - (D) Agree to adhere to and enforce the court order regarding supervised visitation.
- (2) Unless otherwise ordered by the court or stipulated by the parties, the nonprofessional provider should:
 - (A) Be 21 years of age or older;
 - (B) Have no record of conviction for driving under the influence (DUI) within the last 5 years;
 - (C) Not have been on probation or parole for the last 10 years;
 - (D) Have no civil, criminal, or juvenile restraining orders within the last 10 years; and
 - (E) Not be financially dependent on the person being supervised.

(Subd (d) relettered and amended effective January 1, 2015; adopted as part of subd (c).)

(e) Qualifications of professional providers

A "professional provider" is any person paid for providing supervised visitation services, or an independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The professional provider must:

- (1) Be 21 years of age or older;
- (2) Have no record of conviction for driving under the influence (DUI) within the last 5 years;
- (3) Not have been on probation or parole for the last 10 years;
- (4) Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
- (5) Have proof of automobile insurance if transporting the child;
- (6) Have no civil, criminal, or juvenile restraining orders within the last 10 years;
- (7) Have no current or past court order in which the provider is the person being supervised;
- (8) Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so;
- (9) Agree to adhere to and enforce the court order regarding supervised visitation;
- (10) Meet the training requirements stated in (f); and
- (11) Sign a declaration or *Declaration of Supervised Visitation Provider* (form FL-324) stating that all requirements to be a professional provider have been met.

(Subd (e) relettered and amended effective January 1, 2015; adopted as part of subd (c).)

(f) Training for providers

- (1) Each court is encouraged to make available to all providers informational materials about the role of a provider, the terms and conditions of supervised visitation, and the legal responsibilities and obligations of a provider under this standard.
- (2) In addition, professional providers must receive 24 hours of training that includes the following subjects:
 - (A) The role of a professional provider;
 - (B) Child abuse reporting laws;
 - (C) Record-keeping procedures;
 - (D) Screening, monitoring, and termination of visitation;
 - (E) Developmental needs of children;
 - (F) Legal responsibilities and obligations of a provider;
 - (G) Cultural sensitivity;
 - (H) Conflicts of interest;
 - (I) Confidentiality;
 - (J) Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence; and
 - (K) Basic knowledge of family and juvenile law.

(Subd (f) amended and relettered effective January 1, 2015; adopted as subd (d) effective January 1, 2007.)

(g) Safety and security procedures

All providers must make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Professional providers should establish a written protocol, with the assistance of the local law enforcement agency, that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the professional provider should:

- (1) Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation;
- (2) Conduct comprehensive intake and screening to understand the nature and degree of risk for each case. The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any discussion should be presented to the child in a manner appropriate to the child's developmental stage;
- (3) Obtain during the intake process:
 - (A) Copies of any protective order;
 - (B) Current court orders;
 - (C) Any Judicial Council form relating to supervised visitation orders;
 - (D) A report of any written records of allegations of domestic violence or abuse; and
 - (E) An account of the child's health needs if the child has a chronic health condition; and
- (4) Establish written procedures that must be followed in the event a child is abducted during supervised visitation.

(Subd (g) amended and relettered effective January 1, 2015; adopted as subd (d) effective January 1, 1998; previously amended and relettered as subd (e) effective January 1, 2007.)

(h) Ratio of children to provider

The ratio of children to a professional provider must be contingent on:

- (1) The degree of risk factors present in each case;
- (2) The nature of supervision required in each case;
- (3) The number and ages of the children to be supervised during a visit;
- (4) The number of people, as provided in the court order, visiting the child during the visit;
- (5) The duration and location of the visit; and
- (6) The experience of the provider.

(Subd (h) amended and relettered effective January 1, 2015; adopted as subd (e) effective January 1, 1998; previously amended and relettered as subd (f) effective January 1, 2007.)

(i) Conflict of interest

All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the professional provider should not:

- (1) Be financially dependent on the person being supervised;

- (2) Be an employee of the person being supervised;
- (3) Be an employee of or affiliated with any superior court in the county in which the supervision is ordered unless specified in the employment contract; or
- (4) Be in an intimate relationship with the person being supervised.

(Subd (i) amended and relettered effective January 1, 2015; adopted as subd (f) effective January 1, 1998; previously amended and relettered as subd (g) effective January 1, 2007.)

(j) Maintenance and disclosure of records for professional providers

- (1) Professional providers must keep a record for each case, including the following:
 - (A) A written record of each contact and visit;
 - (B) Who attended the visit;
 - (C) Any failure to comply with the terms and conditions of the visitation; and
 - (D) Any incidence of abuse as required by law.
- (2) Case recordings should be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with either party, the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.
- (3) If ordered by the court or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit must be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation. The original report must be sent to the court if so ordered, or to the requesting party or attorney, and copies should be sent to all parties, their attorneys, and the attorney for the child.
- (4) Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any court, attorney, attorney for the child, party, mediator, evaluator, mental health professional, social worker, or referring agency, except as required in reporting suspected child abuse.

(Subd (j) amended and relettered effective January 1, 2015; adopted as subd (g) effective January 1, 1998; previously amended and relettered as subd (h) effective January 1, 2007.)

(k) Confidentiality

Communications between parties and providers of supervised visitation are not protected by any privilege of confidentiality. Professional providers should, whenever possible, maintain confidentiality regarding the case except when:

- (1) Ordered by the court;
- (2) Subpoenaed to produce records or testify in court;
- (3) Requested to provide information about the case by a mediator or evaluator in conjunction with a court-ordered mediation, investigation, or evaluation;
- (4) Required to provide information about the case by Child Protective Services; or
- (5) Requested to provide information about the case by law enforcement.

(Subd (k) amended and relettered effective January 1, 2015; adopted as subd (h) effective January 1, 1998; previously amended and relettered as subd (i) effective January 1, 2007.)

(l) Delineation of terms and conditions

The provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation. Unless otherwise ordered by the court, the provider should implement the following terms and conditions:

- (1) Monitor conditions to assure the safety and welfare of the child;
- (2) Enforce the frequency and duration of the visits as ordered by the court;
- (3) Avoid any attempt to take sides with either party;
- (4) Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider;
- (5) Speak in a language spoken by the child and the noncustodial party;
- (6) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;
- (7) Allow no discussion of the court case or possible future outcomes;
- (8) Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
- (9) Allow no spanking, hitting, or threatening the child;
- (10) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
- (11) Allow no emotional, verbal, physical, or sexual abuse;
- (12) Allow no contact between the custodial and noncustodial parents unless ordered by the court; and
- (13) Ensure that the parties follow any additional rules stated by the provider or the court.

(Subd (l) amended and relettered effective January 1, 2015; adopted as subd (i) effective January 1, 1998; previously amended and relettered as subd (j) effective January 1, 2007.)

(m) Safety considerations for sexual abuse cases

In cases where there are allegations of sexual abuse, in addition to the requirements of (l), the provider should comply with the following terms and conditions, unless otherwise ordered by the court:

- (1) Allow no exchanges of gifts, money, or cards;
- (2) Allow no photographing, audiotaping, or videotaping of the child;
- (3) Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, hugging, wrestling, tickling, horseplaying, changing diapers, or accompanying the child to the bathroom;
- (4) Allow no whispering, passing notes, hand signals, or body signals; and
- (5) Allow no supervised visitation in the location where the alleged sexual abuse occurred.

(Subd (m) amended and relettered effective January 1, 2015; adopted as subd (j) effective January 1, 1998; previously amended and relettered as subd (k) effective January 1, 2007.)

(n) Legal responsibilities and obligations of a provider

All nonprofessional providers of supervised visitation should, and all professional providers must:

- (1) Advise the parties before commencement of supervised visitation that no confidential privilege exists;
- (2) Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports; and
- (3) Suspend or terminate visitation under (p).

(Subd (n) amended and relettered effective January 1, 2015; adopted as subd (k) effective January 1, 1998; previously amended and relettered as subd (l) effective January 1, 2007.)

(o) Additional legal responsibilities of professional providers

In addition to the legal responsibilities and obligations required in (n), professional providers must:

- (1) Prepare a written contract to be signed by the parties before commencement of the supervised visitation. The contract should inform each party of the terms and conditions of supervised visitation; and
- (2) Review custody and visitation orders relevant to the supervised visitation.

(Subd (o) amended and relettered effective January 1, 2015; adopted as subd (l) effective January 1, 1998; previously amended and relettered as subd (m) effective January 1, 2007.)

(p) Temporary suspension or termination of supervised visitation

- (1) All providers must make every reasonable effort to provide a safe visit for the child and the noncustodial party.
- (2) However, if a provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated.
- (3) All interruptions or terminations of visits must be recorded in the case file.
- (4) All providers must advise both parties of the reasons for interruption of a visit or termination.

(Subd (p) amended and relettered effective January 1, 2015; adopted as subd (m) effective January 1, 1998; previously amended and relettered as subd (n) effective January 1, 2007.)

(q) Additional requirements for professional providers

Professional providers must state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to both parties, their attorneys, the attorney for the child, and the court.

(Subd (q) amended and relettered effective January 1, 2015; adopted as subd (n) effective January 1, 1998; previously amended and relettered as subd (o) effective January 1, 2007.)

Standard 5.20 amended effective January 1, 2015; adopted as sec. 26.2 effective January 1, 1998; previously amended and renumbered effective January 1, 2007.