

RFP Title: Collaborative Court Coordinator  
RFP Number: 10-2016-CCC (Revised)

# REQUEST FOR PROPOSALS

---

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF FRESNO**

**REGARDING: COLLABORATIVE COURTS COORDINATOR,  
10-2016-CCC - Revised**

**PROPOSALS DUE:  
*October 21, 2016* NO LATER THAN 4:00 P.M. PACIFIC TIME**

## **1.0 BACKGROUND INFORMATION**

The Collaborative Court Coordinator ("Coordinator") is a grant-funded contract position that works with various treatment court programs that are operated cooperatively with justice, social service, and community organizations. The Coordinator conducts high-level administrative, data tracking, and program evaluation duties for these courts along with a limited amount of service coordination for participants.

In the day-to-day, the Coordinator works closely with the treatment court teams and the division managers for these programs but receives direction and oversight from the two Court Operations Directors. As a result of these factors, the Fresno Superior Court (Court) will only contract directly with an individual and will not consider an agreement with an organization that seeks to employ or subcontract a Coordinator.

The Coordinator is contracted for up to 40 hours per week for up to 50 weeks per year to account for holidays and personal time off. Core service hours are Monday through Friday, 8:30 am to 4:30 pm., excluding court holidays. Due to operational needs, work during core service hours shall be performed at the main courthouse located at 1100 Van Ness Avenue in Fresno or the Juvenile Justice Campus (JJC) located at 3333 East American Avenue, Suite A in Fresno, depending on program needs as the Coordinator determines. Contract work outside the core service hours may be conducted offsite with the knowledge of the Director responsible for the program being served.

The collaborative court schedules and their current caseload are noted in the table on the next page.

The Coordinator is not required to attend every court hearing nor stay for the entire time when attending a court session for a specific reason. Similarly, the Coordinator is not required to attend every case management team meeting. It is up to the Coordinator to arrange his/her schedule to establish the most productive and efficient manner for interacting with collaborative court teams and community organizations.

Treatment Court	Current Participants	Schedule
Adult Criminal Drug Court	628	9:30 am to noon every Monday through Thursday; 1:30 to 4:30 pm as needed.  Does not conduct case management team meetings.
Juvenile Drug Court	2	1:30 to 4:30 pm every other Wednesday.  Conducts case management team meetings late in the morning of court days.
Adult Behavioral Health Court (mental health)	30	2:00 to 4:30 pm on the alternate Fridays as the Veterans Treatment Court  Conducts case management team meetings immediately before the court starts.
Juvenile Behavioral Health Court	30	1:30 to 4:30 pm every other Thursday.  Conducts case management team meetings immediately before the court starts.
Veterans Treatment Court	2	2:00 to 4:30 pm on the alternate Fridays as the Adult Behavioral Health Court.  Conducts case management team meetings immediately before the court starts.

Limited assistance for special events for the Family Dependency Treatment and Youth Courts may be requested occasionally but only as the Collaborative Court Coordinator's time and other duties allow.

## 2.0 MINIMUM QUALIFICATIONS AND DESCRIPTION OF SERVICES

2.1 The Collaborative Court Coordinator requires a bachelor's degree from an accredited college or university in social work, sociology, criminal justice or other related behavioral science and three years of experience that would have developed this knowledge and abilities. A combination of recent education and/or experience that demonstrates the required knowledge and abilities may be substituted for a degree. An example of qualifying experience in lieu of education would include five years of progressively responsible experience in a trial court, public, private non-profit, or criminal justice agency performing work such as a courtroom clerk, judicial assistant, program analyst, social worker, community outreach or other work which would have developed the knowledge and abilities required for this position. Licensure in substance abuse or co-occurring counseling, and extensive experience in substance abuse and/or mental health counseling may also substitute for the education requirement.

This contract also requires proficiency in using a personal computer, including Microsoft Word, Excel, Outlook, and Access.

The Coordinator must possess and consistently demonstrate sound judgement, good interpersonal skills, strong analytical abilities, effective organizational and time management skills, initiative, flexibility, ability to act promptly and effectively in a wide range of crisis situations, well-developed problem-solving skills, and ability to communicate effectively both verbally and in writing. Fluency in Spanish is desirable. The Coordinator must be able to establish effective working relationships with diverse individuals at all levels, both at the Court and external organizations. The Coordinator is expected to maintain a high degree of professionalism, courtesy, and cooperation at all times.

Due to the specialized nature of this contract, experience working with social services organizations and/or community service programs is highly desirable.

2.2 The represented services below are meant to serve as a sample of typical tasks for the Coordinator. The list is neither inclusive nor exclusive.

- Work closely with problem-solving court teams to ensure policies are followed, participants' needs are addressed, and program standards are met.
- Liaise between collaborative court teams and treatment providers, social service practitioners, and community service organizations on participants' access to services, their status, and reports to the courts.
- Assist the collaborative court teams in ensuring that treatment providers, social workers, and other professionals that serve the treatment courts are effectively connecting participants to community programs and services that support their recovery.
- Identify gaps in direct service delivery and help the collaborative court team in identifying community programs for public assistance, health, housing, employment, education, and other resources that fill these gaps and support participants in their recovery efforts.
- Provide coordination and lead program development activities that increase access, build capacity, and remove barriers for collaborative court participants.
- Develop and implement programmatic improvements based on guidance from collaborative court teams, judicial officers, and court management.
- Participate in developing and documenting standards and policies related to the collaborative courts and their teams.
- Assist program managers in maintaining documentation that documents compliance with federal, state, and local laws.
- Represent the collaborative courts with justice, law enforcement, social service, treatment, and community organizations for operational reviews, service planning, and resource development.

- Provide assistance to collaborative court teams in monitoring participant programs and in ensuring service provider fidelity to evidence-based practices, court expectations, and program procedures.
- Design data collection systems as needed, track statistics, analyze data, evaluate outcomes, develop viable alternatives to remedy deficiencies, and create programmatic reports. These reports must meet pre-set deadlines in Feb, July, Sept, and any additional deadlines required by other private or public funding sources (e.g., Judicial Council).
- Participate in collaborative court orientations and coordinate trainings for collaborative court partners.
- Participate with the collaborative court teams in planning incentives and sanctions that motivate participant behavior effectively while ensuring they are treated with respect and dignity.
- Assist program managers with incentive and bus pass inventory control including maintaining distribution logs by participant name, case number, and distribution date.
- Facilitate activities such as meetings, graduation ceremonies, participant outings, and other special events. Duties for these events include but are not limited to developing itineraries; coordinating agendas; obtaining participant consents and releases; arranging for refreshments and transportation; securing facilities; sending invitations; printing certificates; securing speakers; developing scripts or speaking points; arranging procurement with court staff; and obtaining photographers.
- Participate in developing and reviewing information packets, manuals, brochures, fliers, media releases, opinion pieces, web-based materials, and other products that promote collaborative courts and enhance community support.
- Coordinate other services as needed and as negotiated at the time of need.

While working at the Court and/or representing the Court in meetings and other activities, the Coordinator must adhere to all court rules and policies, including but not limited to those pertaining to criminal activities, cultural respect and sensitivity, computer usage, dress code, ethics, professional conduct, safety, sexual harassment, smoking, and workplace alcohol and/or drug use. Failure to comply with court rules and policies may lead to contract termination.

2.3 The Court will provide office spaces at the main courthouse and the JJC for the Coordinator's use. Each office space will be outfitted with a desk, office chair, computer, telephone, locking file cabinet, and typical office supplies.

Due to confidentiality and HIPAA/CFR 45 requirements, full internet access and an Adobe Acrobat Professional license will be provided at the

courthouse. This will assist the Coordinator in working with treatment reports and other confidential documents to allow for encryption and password needs.

This contract does not include fringe benefits, a cell phone, cell phone allowance or free onsite parking at the main courthouse, except for specific needs such as delivering materials for graduations or other special events. There is ample free public parking at the JJC. Mileage will not be reimbursed separately. Out-of-area travel for conferences or other purposes must be preapproved by a Director of Court Operations and shall be reimbursed at the current state rate.

### 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	9/30/16
Deadline for questions	10/5/16, 5 p.m.
Questions and answers posted	10/7/16, 5 p.m.
Latest date and time proposal may be submitted	<b>10/21/16, 4 p.m.</b>
Evaluation of proposals <i>(estimate only)</i>	10/24/16 to 11/2/16
Anticipated interview dates <i>(estimate only)</i>	11/3/16 and 11/4/16
Notice of Intent to Award <i>(estimate only)</i>	11/7/16
Negotiations and execution of contract <i>(estimate only)</i>	11/8/16 to 11/11/16
Contract start date <i>(estimate only)</i>	11/14/16
Contract end date <i>(estimate only)</i>	6/30/19

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
<b>Attachment 1:</b> Administrative Rules Governing RFPs	These rules govern this solicitation.
<b>Attachment 2:</b> Court Standard Terms and Conditions	<p>If selected, the person submitting a proposal (the "Proposer") must sign a Court Standard Form agreement containing these terms and conditions (the "Terms and Conditions").</p> <p>The following provisions within the Terms and Conditions are minimum contract terms and conditions ("Minimum Terms"): <b>1, 2.7, 7, 11.1, 11.4, and 11.5.</b></p>
<b>Attachment 3:</b> Proposer's Acceptance of Terms & Conditions	<p>On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.</p> <p><b>Note: A material exception to a Minimum Term will render a proposal non-responsive.</b></p>
<b>Attachment 4:</b> General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5:</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

#### 5.0 PAYMENT INFORMATION

Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor. Payment will be made in arrears, within 45 days after receipt of a proper invoice. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. No expenses relating to the services shall be reimbursed by the Court.

#### 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) electronic copy** of the technical proposal. The technical proposal must be submitted to the Court in a single file, separate from the cost proposal. The Proposer must write the RFP title and number on the email subject line, or directory of the CD-ROM or USB memory stick/flash drive.
  - b. The Proposer must submit **one (1) electronic copy** of the cost proposal. The cost proposal must be submitted to the Court in a single file, separate from the technical proposal. The Proposer must write the RFP title and number on the email subject line, or directory of the CD-ROM or USB memory stick/flash drive.
  - c. The files may be included on one CD, flash drive, or memory stick, but must be separate files and in PDF, Microsoft Word or Excel formats.
- 6.3 Only electronic proposals will be accepted and must be delivered by the date and time listed on the coversheet of this RFP to:

[solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)

and/or

ATTN: Solicitations  
Fresno Superior Court  
1100 Van Ness Avenue  
Fresno, CA 93724-0002

- 6.4 Late proposals will not be accepted.

## 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. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
  - b. A summary of qualifications including education, special training and/or certifications, and computer software skills.

- c. A description of experience coordinating collaborative or social service programs. The summary should be single spaced with one-inch margins not to exceed two 8.5 by 11" pages, not including the samples of work. Use a standard 12-point font such as Times New Roman, Arial, or Century Gothic. To conserve space, these instructions do not need to be included in the description. Please include the following:
- the names of the organizations and the programs;
  - the number of clients served by each program;
  - a brief description of the target population for each program;
  - a list of all the major collaborators with the types of services they provided for each program;
  - a summary of outcomes for each program; and
  - samples of completed work, e.g. forms, charts, etc.
- d. Names, addresses, and telephone numbers for a minimum of **three** clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- e. A response to the question listed below. The response should be single spaced with one-inch margins not to exceed one 8.5 by 11" page. Use a standard 12-point font such as Times New Roman, Arial, or Century Gothic. To conserve space, these instructions and the question below do not need to be included in the response.

***If you were contracted as the Collaborative Courts Coordinator, please describe in detail how you would go about building community partnerships that strengthen court programs and enhance services to program participants. Include in your response information about existing working relationships that you feel would assist in these efforts.***

- f. Acceptance of the Terms and Conditions.
- i. 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.
  - ii. 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.
  - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**

- g. Certifications, Attachments, and other requirements.
  - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
  - iii. Copies of the Proposer's current professional certifications, or other credentials.
  - iv. Proposer must provide California driver's license or ID, as well as proof of transportation ability.

7.2 Cost Proposal. The cost proposal must be kept separate from the technical proposal. It should include a "not to exceed" total for all work and expenses payable under the contract, if awarded.

## **8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) 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**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Following initial scoring of the bids, the Court may clarify or negotiate contract terms and conditions with one or more of the proposers based on the proposer's preliminary rankings.

Award, if made, will be to the highest-scored proposal and the Court will post an intent to award notice at [www.fresno.courts.ca.gov/procurement](http://www.fresno.courts.ca.gov/procurement).

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Professional qualifications (item 7.1.b)</i>	<b>20 Points</b>
<i>Experience coordinating collaborative programs (item 7.1.c)</i>	<b>23 Points</b>
<i>Response to supplemental question on building community partnerships (item 7.1.e)</i>	<b>22 Points</b>
<i>Cost</i>	<b>30 Points</b>
<i>Acceptance of the Terms and Conditions</i>	<b>5 points</b>

## 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, (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 ("DVBE") INCENTIVE

The Court has waived the DVBE incentive in this solicitation.

RFP Title: Collaborative Court Coordinator

RFP Number: 10-2016-CCC (Revised)

### **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](http://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 Friday, **October 14, 2016**. Protests must be sent to:

[solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)

## ATTACHMENT 1

### ADMINISTRATIVE RULES GOVERNING RFPs

#### 1. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov) (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 Proposer'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. KNOWLEDGE OF REQUIREMENTS

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

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective vendors by posting addenda and clarifications to the Court website; however, it is the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

#### 4. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a 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 RFP

before the proposal due date and time by releasing an addendum to the solicitation.

- B. If a 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.

## **5. 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 which will be posted on the Court's website ([www.fresno.courts.ca.gov/procurement](http://www.fresno.courts.ca.gov/procurement)). It is each Proposer's responsibility to inform itself of any addendum.
- 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.

## **6. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A 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.

## **7. 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.

## **8. 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 a 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 Court 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.

## **9. 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 a Proposer to answer questions with regard to the proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- 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.

## **10. 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.

## 11. 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.
- C. The contract will be written as Not to Exceed \$70,000 per year.

## 12. 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. A 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 a 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.

## 13. 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.

## 14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Court Public Services and Media Coordinator.

**15. 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.)

**16. 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 the solicitations mailbox ([solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)) with "RFP Accommodation Request" in the subject line of the email.

## ATTACHMENT 2

### COURT'S STANDARD TERMS AND CONDITIONS

#### 1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor certifies that s/he has sufficient training, education, and experience to successfully perform Contractor's duties.
- 1.2 **Background Checks.** Contractor shall cooperate with the Court to perform a background check, including LiveScan fingerprinting. It is understood that while other agencies also provide Live Scan screening, Contractor must have his/her background check completed by the Fresno County Sheriff's Department. The Court will notify Contractor regarding the result of his/her background check. Once accepted, Contractor will be directed to report to have his/her photo taken and ID badge issued, which will provide access to court facilities as appropriate for the Contractor's duties. The badge must be worn visibly at all times while on court premises.

#### 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.
- 2.2 **Not an Expatriate.** Contractor is not an expatriate 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 Court 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 Non-Infringement.** The 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 Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final un-appealable 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. 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.

- 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 Additional Insured Endorsements.** Contractor's 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 Superior Court of California, County of Fresno, 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.
- 3.5 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.
- 3.6 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.
- 3.7 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Court and Court Personnel, and the basic coverage insurer waives any and all rights of subrogation against Court and Court 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.
- 3.8 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.

- 3.9 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 Court and Court Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (ii) a breach of a representation, warranty, or other provision of this Agreement, and (iii) 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 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.** The Court may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option 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.
- 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 Contractor.

**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 non-binding 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 the following address and recipient:

<b>If to Court:</b>	<b>If to Contractor:</b>
Mary Calderon or Janet Teixeira, Director of Operations 1100 Van Ness Avenue Fresno CA 93724-0002  <a href="mailto:mcalderson@fresno.courts.ca.gov">mcalderson@fresno.courts.ca.gov</a>  <a href="mailto:jteixeira@fresno.courts.ca.gov">jteixeira@fresno.courts.ca.gov</a>	name, title, street Fresno CA 93724-0002

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, and Gender 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, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

**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 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.

**10.6 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.

## **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

RFP Title: Collaborative Court Coordinator

RFP Number: 10-2016-CCC (Revised)

"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.

**ATTACHMENT 3  
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

1. Bidder accepts Attachment 2: Court Standard Terms and Conditions ("Attachment 2") without exception.

**OR**

2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

BY ( <i>Authorized Signature</i> )  
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.

- 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/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 in paragraph 1 or 2. 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>