

RFP Title: Supervised Visits and Exchanges
RFP Number: 10-2022-SUPVE

REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

**REGARDING: SUPERVISED VISITS AND EXCHANGES
10-2022-SUPVE**

PROPOSALS DUE:
November 4, 2022 NO LATER THAN 4:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Fresno ("Court") is issuing this Request for Proposal ("RFP") to find a qualified vendor to provide supervised visits and exchanges for families impacted by domestic violence.
- 1.2 The Court has a Fresno County Justice for Families Program (JFF) which is funded by a grant from the Department of Justice, Office on Violence Against Women (OVW). The JFF currently has up to \$70,000 available in grant funds to provide supervised visits and exchanges for families impacted by domestic violence. The funds are available for services provided through September 30, 2023.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a Provider with expertise in providing the following Services and Deliverables:

- 2.0 **Service Targets.** The JFF is targeted to provide supervised visits and exchanges for families impacted by domestic violence. The Provider will enroll parties in program services on a first-come, first-served basis.
- 2.1 **Referrals and Participant Intakes.** The Court will continue to include the Provider on the list distributed to all parties in Family Law cases who need supervised visitation or exchange services. To determine participant eligibility for the JFF, the Provider will screen at no cost all walk-in parties requesting supervised visits or exchanges to determine those who meet the following program eligibility criteria:
 - a. Are court-ordered or voluntarily agree to have supervised visits with their children due to findings or allegations of intimate partner violence/domestic violence (IPV/DV).
 - b. Are court-ordered or voluntarily agree to participate in supervised exchanges between the parties due to findings or allegations of IPV/DV.

While Family Law minute and custody orders may assist the Provider in assessing walk-in clients for the criteria above, the Provider must also query both parties to determine if there is a history or allegations of IPV/DV. Free JFF services may begin once this family history has been identified.

If parties meet JFF criteria and accept program services, the Provider shall conduct an intake process for families at no cost that includes the following:

- a. Separate intake forms/sessions with each adult party on the case.
- b. Separate discussions between the Provider's staff and the family members about their understanding of the reasons they are receiving services in an effort to understand everyone's perspectives of the issues.
- c. A review of any protective orders, court orders, and/or reports related to allegations of abuse and children's health needs prior to first service date.
- d. A review of the *Supervised Visitation Safety Plan and Procedures*.
- e. Execution by each party of the *Guidelines for Supervised Visit and Exchanges* that clearly states the terms and conditions that parties must follow to ensure the safety of all families.

- 2.3 **Service Delivery.** Services shall be provided 9:00 a.m. to 8:00 p.m. Monday through Friday; 9:00 a.m. to 6:00 p.m. on Saturdays; and 9:00 a.m. to 7:00 p.m. on Sundays. Services shall be delivered at the Provider's facility only, with Provider offering a wide array of available dates and times, including weekends and holidays. All services are scheduled (type, frequency and duration) in accordance with any standing court orders. Program funds may not be used to offer any off-site services.

Information, intakes, assessments, and supervised services will be provided at no cost to parties once they enter the JFF. This includes sliding and co-pay fees that the Provider would otherwise charge. Any costs for these activities must be charged to the Court.

- 2.4 **Safety.** The goal of supervised visits and exchanges is to increase contact between parties and the children; however, the Court's highest priority is to ensure the safety of children, participating adults, other families, and Contractor staff. Prior to commencing services, key Provider administrative and program staff shall review OVW's Guiding Principles, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2008/08/06/guiding-principles032608.pdf>, to ensure that services provided for the JFF align with these principles. The Provider shall confirm review of the OVW's Guiding Principles in writing in an email to the Court's Grants Manager. The email shall note the Provider staff who reviewed the principles, the dates of review for each person, provide a confirmation that the Provider's policies and operations meet the guidelines, and/or make notations on how the Provider shall amend any operational deviations from the guiding principles in providing services for the JFF.

In addition, the OVW Grant requires the Provider to develop and create **domestic violence-specific policies and procedures**, as well as a

domestic violence-specific site plan, which the Provider will give to the Court's Grants Manager, who will in turn give it to the OVW.

The Provider shall also review and ensure that supervised visits meet the California Standards of Judicial Administration, Standard 5.20, for Providers of Supervised Visitation and comply with Family Code section 3200-3204.

Lastly, the Provider shall meet the following requirements:

- a. Have written child abduction procedures that have been reviewed by a law enforcement agency, professional law enforcement officer, or professional safety consultant.
- b. Have a written safety protocol in place that has been reviewed by a law enforcement agency, professional law enforcement officer, or professional safety consultant.
- c. Conduct a participant violence screen at intake to assess potential risk to the children and the custodial parent.
- d. Immediately terminate services if a child's safety is at risk.
- e. Ensure that noncustodial and custodial parents use separate entrances and exits at the visitation center.
- f. Stagger parents' arrival times, starting with the noncustodial parents, to minimize risk of contact.
- g. Schedule child drop-off 15 minutes earlier than the start of supervised visits.
- h. Ensure that children scheduled for supervised visits remain at the visitation center at all times.
- i. Ensure that children remain within sight and sound of assigned visit monitors at all times.
- j. Ensure that visit monitors accompany children to restrooms.
- k. Make reasonable efforts to provide visit monitors who fluently speak the language spoken by the children and parents or arrange for neutral interpreters to be present during the visits.
- l. Ensure that assigned visit monitors are able to monitor conversations between the children and noncustodial parents carefully in order to protect the safety and confidentiality of the children and the custodial parents.
- m. Make reasonable efforts to assign consistently the same monitors for family visits.
- n. Maintain a ratio of visit staff-to-family based upon the risk and number and ages of children.
- o. In cases of sexual abuse allegations, ensure that there are no exchanges of gifts, money or cards; no photographing, audiotaping or videotaping the children; and/or no physical contact, passing notes or body signals between noncustodial parents and children.

- 2.5 **Data Collection and Reporting.** If there are standing court orders to provide reports on specific families, the Provider will provide observations of critical incidents during the visits. These reports will not contain monitor opinions about family dynamics or interactions, protected health

information, case notes about counseling sessions, or clinical recommendations. In addition, these reports are not to be provided to the Court for JFF evaluation purposes.

For JFF data tracking and program evaluation purposes, the Provider shall utilize a password-protected cumulative project MS Access database. To ensure anonymity, all JFF families will be assigned a unique identification number at intake. The following family information shall be collected and entered into the project database under each unique ID:

- a. JFF intake date.
- b. Parents' and children's race, ethnicity.
- c. Parents' and children's ages.
- d. Parents' home zip codes (at JFF entry date).
- e. Language of service.
- f. Service dates.
- g. Dates of cancellations and reasons.
- h. Dates of no-shows and if reasons were later provided.
- i. JFF exit date and reasons, e.g., involuntary program termination, change in court orders, left the area, incarceration, health reasons or other.

The Provider's database shall be kept updated, and a copy shall be provided via email to the Court's Grants Manager upon request. In addition, the Provider will be required to complete its section of the semiannual report required by the OVW Grant. The Court's Grants Manager will send the section to the Provider for completion. This report is due semiannually, typically in January and July of each year.

To evaluate the program's effect at improving family interaction for families participating in supervised visits and exchanges, the Provider will utilize the TOPSE Parenting Evaluation Tool for a qualitative measure of changes in family dynamics. At intake and the 12th supervised visit, parties will be provided this evidence-based tool to rate interactions with their children. A redacted summary of these findings shall be emailed in a Word, Excel, or PDF file format to the Court's Grants Manager quarterly, if there are any survey results in the periods.

- 2.6 **Staff Background Checks and Employment Training.** All Provider staff shall undergo criminal background checks, such as those conducted by the California Department of Justice and the Federal Bureau of Investigation. As noted in the California Standards of Judicial Administration, Standard 5.20 -- *Uniform Standards of Practice for Providers of Supervised Visitation*, the Provider is prohibited from hiring persons to work in the JFF if they meet

any of the following conditions:

- a. Convictions for child molestation, child abuse, or other crimes against a person.
- b. Conviction for driving under the influence (DUI) within the last five years.
- c. Have been on probation or parole for the last 10 years.
- d. Have civil, criminal, or juvenile restraining orders against them within the last 10 years.

All Provider staff working on the JFF will receive, at minimum, training on the items listed below at first hire and during annual refreshers:

- e. The JFF program, goals, and operations;
- f. Supervised Visitation Network Standards and instruction in monitoring visits according to these standards;
- g. Education on state laws regarding custody; visitation; child development; domestic violence; and child protection, neglect, and abuse, including training on mandatory reporting;
- h. The Provider's policies on confidentiality, ethics, professional boundaries, and cultural sensitivity;
- i. Conflict resolution;
- j. JFF training as noted in the next section of this scope; and,
- k. Safety training to include threat assessment, protective actions during workplace risk, summoning emergency response, and emergency drills.

The Provider shall enforce written staff confidentiality policies that prevent conflict of interest with families and prevent employees from disclosing private information to either parent. Safety and confidentiality training shall be provided at first hire and annually to staff working in the JFF. Safety training must include review of emergency protocols, procedures for summoning emergency police response, and a minimum of one emergency evacuation drill annually during the term of this contract. Drills shall account for alerting all staff and clients to the emergency; who will summon response; who will lead the evacuation; the exits to use for safe egress from different areas of the visitation center; who will monitor the exits; how staff and visitors will be accounted for; how information on unaccounted persons will be relayed to first responders; the safe place to gather during evacuations; and who will communicate the all-clear in order to reenter the center.

- 2.7 **Compliance with OVW Grant Funding Requirements.** The Provider must comply with Special Conditions as set forth by the OVW Grant Funding requirements noted on Attachment 6, OVW Special Conditions.

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	10/17/22
Deadline for questions	10/19/22, noon
Questions and answers posted	10/21/22, 5 p.m.
Latest date and time proposal may be submitted	11/4/22, 4 p.m.
Anticipated interview/presentation date <i>(estimate only)</i>	11/8/22
Evaluation of proposals <i>(estimate only)</i>	11/9 - 11/10/22
Notice of Intent to Award <i>(estimate only)</i>	11/10/22
Negotiations and execution of contract <i>(estimate only)</i>	11/2022
Contract start date <i>(estimate only)</i>	12/1/2022
Contract end date <i>(estimate only)</i>	09/30/2023

4.0 RFP ATTACHMENTS

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	<p>If selected, the person or entity 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"): Items 4, 7.1 and 10.7.</p>
Attachment 3: Proposer's Acceptance of Terms and 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>Note: A material exception will render a proposal non-responsive.</p>
Attachment 4: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 5: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 6: OVW Special Conditions	OVW Grant Funding Requirements.

5.0 PAYMENT INFORMATION

- 5.2 Invoices shall be submitted via email to the Court in arrears no more frequently than monthly. The invoice must include information and supporting documentation acceptable to the Court. The Provider shall adhere to reasonable billing guidelines issued by the Court from time to time.
- 5.3 The Court will pay each correct, itemized invoice received from the Provider in accordance with the terms of the resulting contract. Notwithstanding any provision to the contrary, payments to the Provider are contingent upon the timely and satisfactory performance of their

obligations.

- 5.4 Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective providers are hereby advised that the Court does not make any advance payment for services.
- 5.5 The Court's grant funding for these services is confirmed through September 30, 2023. Funding beyond September 30, 2023 is unknown at this time.

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. The proposal must be submitted in electronic version via email, on USB memory stick, or flash drive, in two separate files. 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:

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

OR solicitations@fresno.courts.ca.gov

- 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. 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. 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. Names, addresses, and telephone numbers of a minimum of two clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- e. Specific responses regarding the Proposer's ability to provide the following Services and Deliverables from Section 2.0 of this document in the following format:

Service and Deliverable	Ability to Provide	If not, why?
2.2 Referrals and Participant Intakes	Y or N	
2.3 Service Delivery	Y or N	
2.4 Safety	Y or N	
2.5 Data Collection	Y or N	
2.6 Staff Backgrounds and Employment Training	Y or N	

If the Proposer cannot provide any of those services, it must be indicated.

- 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.
- g. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - ii. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), 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.

- iii. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- iv. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

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

- a. A detailed line item budget showing total cost of the proposed services.
- b. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- c. 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. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.fresno.courts.ca.gov/general-information/procurement>.

CRITERIA	MAXIMUM NUMBER OF POINTS
<i>Ability of the bidder to perform the contract in a timely manner</i>	35 points
<i>Credentials and experience of staff to be assigned to the project</i>	10 points
<i>Acceptance of Court's requirements</i>	10 points
<i>Cost</i>	35 points
<i>Quality of work plan submitted</i>	10 points

10.0 INTERVIEWS/PRESENTATIONS

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

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. **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 **November 2, 2022**. Protests must be sent to:

solicitations@fresno.courts.ca.gov

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(NON-IT SERVICES)**

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 (the "Solicitations Mailbox"). Proposers must include the RFP Number in the 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 (<https://www.fresno.courts.ca.gov/general-information/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

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.

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.

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.

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

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 Court may electronically send the agreement to the Proposer for signature. The Proposer will sign in blue ink and color scan the agreement to be returned to the Court no later than ten (10) business days of receipt of agreement or prior to the end of June if award is at fiscal year-end. The Court will then finally execute the agreement and return a colored scan of the agreement to the Proposer which will be considered an original. 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 written 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 the 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) 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 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 Public Contract Code section 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 Public Contract Code section 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 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 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. 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. Physical and Molestation Insurance. This policy is required only if Contractor works with minors in the performance of this Agreement. The policy must cover losses related to lawsuits arising from claims of physical and/or sexual abuse and it must provide coverage limits of at least \$1,000,000 per occurrence and up to \$3,000,000 annual aggregate.

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 and 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. Contractor shall provide prompt written notice to the Court in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided 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 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.
- 3.9 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 Court, 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 up to five 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 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 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.

7.4 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.

7.5 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:

If to the Court:	If to Contractor:
Kelly Pelletier, Grants Manager 1100 Van Ness Avenue Fresno CA 93724-0002 kpelletier@fresno.courts.ca.gov	[name, title, address]

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 contracts as 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) Public Contract Code 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) Public Contract Code 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 Public Contract Code 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.

10.7 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.

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.

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

ATTACHMENT 4

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>

ATTACHMENT 5

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT
 CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<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 6

OVW SPECIAL CONDITIONS

Providers must comply with the following Special Conditions as set forth by the U.S. Department of Justice, Office on Violence Against Women:

1. Compliance with all applicable requirements to report actual or imminent breach of personally identifiable information (PII). The Provider must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it— 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a federal information system (as defined in OMB Circular A-130). The Provider's breach procedures must include a requirement to report actual or imminent breach of PII to the Court's Grants Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
2. Compliance with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Provider, or individuals defined (for purposes of this condition) as "employees" of the Provider.
3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
4. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
5. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
6. Restrictions on "lobbying" and policy development.

In general, as a matter of federal law, federal funds may not be used by the Provider, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § section 1913. The Provider may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the Provider to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying

any such award. (See 31 U.S.C. § 135) Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

7. Compliance with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions for each fiscal year are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.
8. Compliance with reporting potential fraud, waste, and abuse, and similar misconduct. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.
9. Compliance with restrictions regarding non-disclosure agreements and related matters.

No Provider may require any employee to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

10. Compliance with 41 U.S.C. section 4712 (including prohibitions on reprisal; notice to employees).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (Oct. 1, 2009), DOJ encourages adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this RFP, and to establishing workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. Compliance with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322; the Violence Against Women Act of 2000, P.L. 106-386; the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162; the Violence Against Women Reauthorization Act of 2013, P.L. 113-4; the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq.; and OVW's implementing regulations at 28 C.F.R. Part 90.
13. Compliance with the Violence Against Women Act of 2013 nondiscrimination condition. The Provider acknowledges that 34 U.S.C. § section 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW.
14. Compliance with confidentiality and information sharing. The Provider agrees to comply with the provisions of 34 U.S.C. § section 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.