SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL

DUAL DIAGNOSIS RESIDENTIAL TREATMENT PROVIDER

RFP NUMBER SC 011/023

PROPOSALS DUE BY

November 10, 2011

by

1:00PM (Pacific Standard Time)

Table of Contents

I. Introduction – Summary of the Intended Procurement
1.1 Issuing Body and Coordinated Procurement
1.2 RFP Layout and Sections
1.3 Project Overview

II. Procurement and Evaluation Process
2.1 Procurement Schedule and General Instructions
2.1.1 Contact List
2.1.2 Disposition of Material and Confidential or Proprietary Information
2.1.3 Proposal Preparation Costs
2.2 Pre-Proposal Conference
2.3 Pre-Submittal Process
2.3.1 Request for Clarifications or Modifications
2.3.2 Ambiguity, Discrepancies, Omissions
2.3.3 Contact with Court
2.3.4 RFP Addenda
2.4 Submission of Proposals
2.4.1 Proposal Delivery
2.4.2 Amendment or Withdrawal of Proposals
2.4.3 Mistake in Proposal
2.4.4 Error in Submitted Proposals
2.4.5 Authorized Signatures, Validity Period of Proposals
2.4.6 Knowledge of Requirements
2.4.7 Independence of Proposal and Joint Proposals
2.4.8 Covenant Against Gratuities
2.5 Overview of Evaluation Process
2.5.1 Evaluation Committee
2.5.2 Reservation of Rights
2.5.3 Evaluation of Cost Sheets
2.5.4 Requests for Additional Information
2.6 Minimum Qualifications
2.7 Evaluation Criteria
2.8 Interviews and Negotiations
2.8.1 Interviews
2.8.2 Negotiations
2.8.3 Payment
2.8.4 News Releases
2.9 Award of Contract
2.10 Protest Procedures
2.10.1 Award Protests
2.10.2 Who May Submit an Award Protest
2.10.3 Deadline for Receipt of Protest
2.10.4 Required Information
2.10.5 Submission of Protest
2.10.6 Evaluation
2.10.7 Written Determination
2.10.8 Appeal
2.11 Appeals
2.11.1 Post Award Dispute

III. Proposal Format and Content

3.1 Executive Summary
- 3.1.1 Executive summary content
- 3.1.2 Contractor Information, Validity, and Authorized Signature

3.2 Company and Subcontractor Information
- 3.2.1 Company Background Information
- 3.2.2 Subcontracts

3.3 Company Profile and California Locations

3.4 Experience and Qualifications
- 3.4.1 Prior Experience
- 3.4.2 Subcontractors

3.5 Technical Approach and Methodology
- 3.5.1 Reports

3.6 Cost Proposal
- 3.6.1 Government Rates
- 3.6.2 Pricing and Price Adjustments

3.7 Required Proposal Forms and Documents
- 3.7.1 Required Forms
- 3.7.2 Acceptance of Terms

IV. Statement of Work

4.1 Purpose
4.2 Contractor's Services
4.3 Contractor's Personnel
4.4 Performance Bond
4.5 Change Orders
4.6 Project Managers
4.7 Special Provisions Applicable to Certain Consulting Services Agreement
- 4.7.1 Special Provisions for Consulting Services of $5,000 or more

V. General Conditions

VI. Attachments

Attachment A – Contract Terms and Conditions

Attachment B – Court Locations

Attachment C – Contractor Certification Form

Attachment D – Pricing Sheets

I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Alameda ("Court") is issuing this Request for Proposal ("RFP") to provide the Court with competitive bids for Homeless Court Coordinator.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified Contractors to provide dual diagnosis residential treatment to parolees. The Contractor will have experience treating co-occurring disorders - people with a mental health issue (based upon a court ordered mental health assessment) combined with a substance abuse problem. Residential treatment programs must be short-term in nature. The Court intends to award a contract to a Contractor that is best able to provide services to parolees, as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

The Parolee Reentry Court Program (PRCP) is a collaborative effort between the Superior Court of California, County of Alameda, the Alameda County District Attorney and Public Defender, the State of California Division of Adult Parole Operations, and local community based organizations. The PRCP provides intensive case management combined with community based treatment services for parolees reentering the community from incarceration or for parolees at risk of having their parole revoked. The resulting goals of the PRCP are to reduce recidivism, assist the parolees to become independent and responsible members of the community, and protect the safety, health and property of the surrounding community. In response to the large number of parolees who are living with mental health issues and who also have a substance abuse disorder, the PRCP is seeking a qualified Contractor to meet their complex needs.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

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

No.	EVENTS	Key Dates
1	Issue RFP	10/28/2011
4	Deadline for Proposer Requests for Clarifications or Modifications	11/4/2011
5	Proposal Due Date and Time	11/102011 1 p.m. (Pacific Time)
6	Potential Interviews	11/18/2011
7	Negotiations (estimated)	11/21/2011
8	Notice of Intent to Award (estimated)	11/23/2011
9	Notice of Award (estimated)	11/25/2011

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

2.1.1 Contact List

Submittal Contact:
Linda Salcido
Superior Court, County of Alameda
1225 Fallon Street # 210
Oakland, CA 94612

Project Manager:
Ken Stewart
Office of Collaborative Court Services
661 Washington, 2nd Floor
Oakland, CA 946067

Contracting Officer and
Court Executive Officer:
Pat Sweeten
Superior Court, County of Alameda
1225 Fallon Street # 209
Oakland, CA 94612

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the Contractor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Contractor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Contractor's proposal as it may be made available to the public.

The Superior Court of California, County of Alameda ("Court") is bound by California Rules of Court, rule 10.500, which can be found at the following with respect to disclosure of its administrative records: **http://www.courts.ca.gov/13260.htm?rdeLocaleAttr=en**
Respondents may note or mark portions of the information submitted in response to this RFP indicating that the information contains material that is confidential and/or proprietary. If the Court disagrees, the respondent will be given an opportunity to withdraw the information.

If the Court receives a request for public access to material submitted in response to this RFP, the Court will determine, in its sole opinion, whether marked material is exempt from disclosure under rule 10.500 or other applicable law. If the Court, in its sole opinion, finds or reasonably believes that the material so marked is exempt from disclosure, that material will not be disclosed. If the Court finds or reasonably believes that the material so marked is not exempt from disclosure, the Court will contact the respondent with a request to substantiate its claim for confidential treatment, but may disclose the information pursuant to rule 10.500 and other applicable law regardless of the marking or notation seeking confidential treatment.

2.1.3 Proposal Preparation Costs

Contractors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Contractor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

There will be no pre-proposal conference.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

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

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

If a Contractor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Contractor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Contractor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Contractor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a Contractor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

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

2.3.3 Contact with Court

Contractors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Contractor's response.

2.3.4 RFP Addenda

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

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- One unbound original of the technical and an unbound original of the cost proposal;
- Two bound hard copies of both the technical and the cost proposals.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery.. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

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

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

2.4.3 Mistake in Proposal

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

the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a Contractor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

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

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

2.4.6 Knowledge of Requirements

The Contractor 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 proposer's sole risk.

Proposers 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 proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other Contractor to set prices in violation of anti-trust laws.

A proposal submitted by two or more Contractors participating jointly in one proposal may be submitted, but one Contractor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Contractors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Contractor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is

reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP.

Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with Contractors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

2.5.4 Requests for Additional Information

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

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements. The residential treatment facility must be for dual diagnosis clients and must be licensed by the State of California Department of Alcohol and Drug Programs. The residential facility must employ registered or certified mental health professionals, with any one of the following: AOD Certification, MFT License, LCSW License, MFTI certification. All mental health professionals must be under the supervision of a clinical director who is also registered, certified or licensed. The facility must provide (at minimum) 1 daily counseling session with a registered or certified mental health professional. The residential treatment facility must provide reasonable accommodations for each participant and food service three times a day. The residential treatment facility must conduct urinalysis testing of all participants during their stay at the facility.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

The following criteria will be used to evaluate the proposal:

a. Cost/Pricing Factors (40%)
b. Years of Experience meeting Minimum Qualifications (20%)
c. Credentials of staff to be assigned to the project (40%)

2.8 Interviews and Negotiations

2.8.1 Interviews

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, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

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

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a Contractor without the prior written approval of the Project Manager noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Attachment A, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 Award Protests

An award protest is a protest alleging that:

- The Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award; or

- The Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

Example: The Solicitation Document stated that 50% of a Bid's total score would be cost points, but the Court instead made cost points only 30% of the Bid's total score. This error could result in an award protest.

Failure to comply with the protest processes set forth in this chapter may result in the Court's rejection of an award protest.

2.10.2 Who May Submit an Award Protest

A Bidder may submit an award protest if the Bidder meets the following requirements:

- The Bidder submitted a Bid that the Bidder believes to be responsive to the Solicitation Document; and
- The Bidder believes that the Court has incorrectly selected another Bidder for an award.

A person or entity who did not submit a Bid may not make an award protest.

In no event will a Court consider a protest if the Court rejected all Bids or the solicitation was cancelled for any reason.

2.10.3 Deadline for Receipt of Protest

For any solicitation using a Phone Script, the deadline for the Court to receive an award protest is before the contract is awarded. For solicitations using a written Solicitation Document, the deadline for the Court to receive an award protest is within 5 court days after the Court issues the intent to award.

2.10.4 Required Information

An award protest must include the following information:

- Contact information of the Bidder or its representative (this must include name, address, and telephone number, and should include email address and facsimile number);
- The title of the Solicitation Document to which the protest is related;
- A detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- The specific ruling or relief requested.

If an award protest is missing any of this information (by the date the Bidder is required to have all such information to the Court), the award protest may be rejected by the Protest Hearing Officer.

The Protest Hearing Officer may issue a written determination regarding the award protest without requesting further information from the Bidder. Therefore, the award protest must include all grounds and all evidence available at the time the award protest is submitted. If the Bidder later raises new grounds or evidence that was not included in the initial protest submittal but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

Note: For protests of non-IT goods solicitations, the Bidder must assert that it is the lowest responsible bidder meeting specifications.

2.10.5 Submission of the Protest

The Bidder must send the award protest (and any supporting documentation) to the Protest Hearing Officer or other individual identified in the Solicitation Document to receive protests. Unless personal delivery is permitted as noted below, the Bidder must send these materials by certified mail, registered mail, or overnight courier.

If allowed by the Solicitation Document, the Bidder may also deliver these materials personally to the Court. If the materials are personally delivered, a receipt must be provided to the Potential Bidder if requested.

2.10.6 Evaluation

When evaluating the award protest, the Protest Hearing Officer should consider:

- Whether the Court committed an error in the award process;
- Whether an allegedly defective decision lacks a rational basis; and
- If the Court committed an error in the award process or made a decision that lacks a rational basis, the materiality of the error or decision.

The Protest Hearing Officer should seek legal advice as needed.
The Bidder bears the burden of proof to show that (i) the Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award, or (ii) the Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

Note: The following do **not** constitute the absence of a rational basis:

- The Bidder disagrees with the scores assigned by the Evaluation Team; or
- The Evaluation Team could have assigned different scores based on the same information.

2.10.7 Written Determination

The Protest Hearing Officer must respond to an award protest with a written determination before the contract is awarded. The Protest Hearing Officer should issue the written determination within ten court days of the complete submission of the award protest, or notify the Bidder that additional time will be required. The Court may extend the award date to allow for time to review the award protest.

If the Protest Hearing Officer determines that the award protest has merit, the Protest Hearing Officer should take appropriate remedial action. In determining the appropriate remedial action, the Protest Hearing Officer must consider all circumstances surrounding the procurement, including:

- The seriousness of the procurement deficiency;
- The degree of prejudice to other Bidders;
- The impact on the integrity of the competitive procurement system;
- The good faith of the parties;
- The cost to the Court;
- The urgency of the procurement; and

- The impact on the Court.

Remedial actions may include:

- Issuing a new solicitation;
- Re-competing the contract;
- Terminating the contract (e.g., if a contract was executed despite a pending appeal);
- Refraining from the exercise of options under the awarded contract; and
- Awarding the contract consistent with law.

2.10.8 Appeal

The Protest Hearing Officer's written determination is considered the final action by the Court unless the Bidder submits an appeal to the Protest Appeals Officer within 5 calendar days of the issuance of the Protest Hearing Officer's written determination. The Court may, at its sole discretion, delay the contract award until the appeal is resolved or proceed with the award and implementation of the contract.

2.11 Appeals

The Protestor must send the appeal to the Protest Appeals Officer by certified mail, registered mail, or overnight courier. If allowed by the Solicitation Document, the Potential Bidder may also deliver the appeal personally to the Court. If the appeal is personally delivered, a receipt must be provided to the Potential Bidder if requested.

Any appeal not received by the Protest Appeals Officer by the applicable deadline for submission will be rejected by the Protest Appeals Officer. The Protestor is solely responsible for ensuring that an appeal is received by the Protest Appeals Officer by the applicable due date.

The appeal must include:

- Contact information of the Protestor or its representative (this must include name, address, and telephone number, and should include email address and facsimile number);
- The title of the Solicitation Document to which the protest is related;
- A copy of the Protest Hearing Officer's written determination;
- A detailed description of the specific legal and factual grounds for the appeal and any supporting documentation;
- The specific ruling or relief requested.

An appeal lacking any of this information may be rejected by the Protest Appeals Officer. The appeal must include all information that the Protestor wants the Protest Appeals Officer to consider.

The Protestor bears the burden of proof to show that the Protest Hearing Officer's written determination is incorrect:

- In light of new information related to the protest that was not available at the time the protest was originally submitted; or
- Because it is in error of law or regulation.

The Protest Appeals Officer will review the appeal and issue a written determination. The written determination of the Protest Appeals Officer constitutes the final determination of the Court regarding the protest. Issues that could have been raised earlier will not be considered on appeal.

If the Protest Appeals Officer determines that the appeal has merit, the Protest Appeal Officer will direct the Protest Hearing Officer to take appropriate remedial action.

2.11.1 Post Award Dispute

A post-award dispute is a disagreement or conflict between a Contractor and a Court after a Purchase Document has been executed. Most often, post-award disputes arise due to contract performance issues on the part of either the Contractor or the Court.

A. Deal In Good Faith

Courts and Contractors should deal with one another in good faith and attempt to resolve post-award disputes quickly and fairly.

B. Resolving Disputes

Buyers and other Court personnel should consider the following when a post-award dispute arises.

- The Buyer should review the dispute resolution language contained in the Purchase Document to see if a specified dispute resolution process is required. The Buyer should ensure that any dispute resolution process is followed.
- When possible, the Court should attempt to resolve the dispute through informal discussions and negotiations. These discussions and negotiations should include the Buyer, the contract managers, and any other key parties.
- A Court cannot make a gift of public funds. Accordingly, any settlement to be paid by a Court must be justifiable and not constitute a gift.
- Court management and/or legal counsel should be involved, as appropriate.
- If a dispute resolution requires a change to the Purchase Document, the Buyer should prepare and process an amendment to document the change expeditiously.

Post-award disputes, regardless of magnitude, must be documented in the procurement file.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the Contractor proposes to accomplish the requirements of this RFP.

3.1.2 Contractor Information and Authorized Signature

The Executive Summary should include the Contractor information and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the Contractor to be a reputable person or company with experience working with court operations, homeless individuals, judicial officers, and legal counsel. The Contractor's proposal must provide the information requested below. The information to be provided is as follows:

a. Complete name and address.
b. If incorporated, state in which incorporated.
c. Number of years providing services similar in size and scope to those requested in this RFP.

3.2.2 Subcontractors

No subcontractors are allowed for this RFP.

3.3 Company Profile and California Locations

Contractor shall provide a short description of its company or a resume of its key personnel.

3.4 Experience and Qualifications

3.4.1 Prior Experience

The Court requires the Contractor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP.

Describe the Contractor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

3.4.2 Subcontracts

No subcontracting is allowed on this RFP

3.5 Technical Approach and Methodology

Not applicable.

3.5.1 Reports

Contractor shall prepare a progress report for the Parolee Reentry Court.

3.6 Cost Proposal

3.6.1 Government Rates

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

3.6.2 Pricing and Price Adjustments

Contractor must submit pricing as required by Attachment D, Pricing Sheets.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor's invoice.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

a. Cost Proposal – Attachment D
b. Contractor Certification Form – Attachment C
c. Statement of Acceptance of Terms, in accordance with Section 3.7.2

3.7.2 Acceptance of Terms

The Contractor's proposal must include a statement as to whether the Contractor accepts the General Conditions in Attachment A or whether the Contractor takes any exception to those terms. The Contractor will be deemed to have accepted such terms and conditions, except as is expressly called out in the Contractor's proposal. If exceptions are taken, Contractor must submit a "redlined" version of the term or condition showing all modifications proposed by the Contractor.
The Contractor must provide an explanation as to why the modification is required. The Contractor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the Contractor's proposal.

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

IV. STATEMENT OF WORK

4.1 Purpose

The purpose of this RFP is to obtain a qualified licensed residential treatment facility providing short-term treatment to parolees with co-occurring disorders.

4.2 Contractor's Services

Contractor must provide alcohol and drug treatment and mental health services in a licensed residential treatment facility. Services will include an intake/assessment that details the background, medical, employment, support, drug and alcohol use, legal, family history, social relationships and psychiatric problems. A licensed mental health professional will determine a treatment plan one on one counseling, group counseling, relapse prevention, anger management, and mental health services. The treatment facility will monitor participant sobriety and behavior 24 hours a day, seven days a week. Progress reporting by a licensed professional will be done in writing (and by phone if necessary) describing how the client is doing in every aspect of the treatment program (including urinalysis testing). The treatment program must allow the participants time to attend any court appointments, and will arrange transportation for court hearings. The treatment program will endeavor to stabilize the mental health of the participant and address the substance abuse issues in order to be referred to another treatment modality at the end of the treatment program.

4.3 Contractor's Personnel

(A) Contractor shall assign to this project only persons who have sufficient training, education, experience and licensure to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.

(B) Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the Court.

(C) 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.

If this Agreement provides for the payment of $5,000 or more for Consulting Services performed for the Court, Contractor has attached to this Agreement resumes of each Contractor participant

4.4 Performance Bonds

No performance bond is required under this RFP.

4.5 Change Orders

Any modification or revision of services provided under this RFP will be subject to pre-approval by the Court.

4.6 Project Managers

The project manager is specified in section 2.1.1

4.7 Special Provisions Applicable to Certain Consulting Services Agreement

4.7.1 Special Provisions for Consulting Services of $5,000 or more. If this Agreement provides for the payment of $5,000 or more for Consulting Services performed for the Court:

Contractor must attach resumes of each contractor participant who will exercise a major administrative role or major policy or consultative role. Contractor shall use reasonable efforts to make these participants available to perform Services during the Term. Any additional participants are subject to approval by the Court.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

VI. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Court Locations
Attachment C	Contractor Certification Form
Attachment D	Pricing Sheets

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS

General Terms and Conditions

1. Contractor Certification Clauses

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

(A) Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.

(B) Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Court.

(C) Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(D) No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

(E) No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not

(A) Create a material conflict of interest or default under any of Contractor's other contracts.

(B) No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

(C) Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

(D) Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(E) Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(F) *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.

(G) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

(H) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from the Contractor), no more than one, final 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.

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

(1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(J) *Special Provisions regarding Discharge Violations.* If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

1.2 **Covenant as to Representations and Warranties.** Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

2. Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the Court Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and

expenses that are finally determined by a reviewing Court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. Insurance

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

A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1 million per accident or disease;

B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract , personal and advertising injury liability, and contractual liability, at minimum limits of $1 million per occurrence, combined single limit; and

C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of $500,000 per claim.

D. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $500,000 per occurrence, combined single limit.

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

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

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

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

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

3.7 Certificates of Insurance. Before Contractor begin performing Services, Contractor shall give the court certificates of insurance attesting to the existence of coverage, and stating that the policies will not

be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the court. Any replacement certificates of insurance are subject to the approval of the court, and, without prejudice to the court, Contractor shall not perform work before the court approves the certificates.

3.8 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.

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

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

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

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

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

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

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

4. Default and Remedies

4.1 Default. A default exists under this Agreement if:

A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within 10 days' following notice of default or is not capable of being cured within this cure period;

B. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;

D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

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

4.3 Remedies.

A. Available Remedies. The court may do any of the following:

(1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor;

(2) Require Contractor to enter into non-binding mediation;

(3) Exercise, following notice, the court's right of early termination of this Agreement as provided below; and

(4) Seek any other remedy available at law or in equity.

B. Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

5. Termination and Cancelation; Effect of Expiration or Termination

5.1 Early Termination and Cancelation Rights.

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

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

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

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

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

5.2 Effect of Expiration and Early Termination; Survival.

A. Upon the Termination Date:

(1) The court shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.

(2) Without prejudice to the court, Contractor shall be released from performing Services.

(3) Contractor shall return to the Court any equipment purchased or built with court funds, with costs incurred by Contractor being reimbursed by the court.

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

6. Assignment and Subcontracting; Successors

6.1 Permitted Assignments and Subcontracts.

A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:

(1) The Court may assign the court's rights and duties to any Judicial Branch Entity. The Court shall notify Contractor in writing within 30 days following the assignment.

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

(a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;

(b) affirm the rights granted in this Agreement to the non-assigning party;

(c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and

(d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

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

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

7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid).Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's project manager, if one is designated in the contract. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

<u>If to the Court</u> :

<u>If to Contractor</u>:

Name:	Ken Stewart	Name:	_____
Title:	Division Chief	Title:	_____
Address:	661 Washington, 2nd Floor Oakland, CA 94607	Address:	_____ _____
Phone:	(510) 272-1217	Phone:	_____
E-mail:	kstewart@alameda.courts.ca.gov	E-mail:	_____

8. Miscellaneous Provisions; Interpretation

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

8.2 Special Provisions regarding DVBE Participation Certification.

If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

8.3 Audit and Records

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

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

(1) Contractor's receipt of final payment under this Agreement; and

(2) The court's resolution with Contractor of the findings of any final audit.

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

8.4 Special Provisions regarding Ownership of Results.

Special Provisions regarding Grant Funds. If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of $500 or more purchased with court funds shall vest, automatically and

without further action of the parties, with the court. If Contractor provides written certification to the court that the property will continue to be used for grant-related purposes and the court approves such certification in writing, the court may permit title to all such property to remain with Contractor in accordance with the court's written instructions. Contractor must await:

A. Specific written instructions from the Project Manager regarding any transfer of title or disposition.

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

8.5 Confidential Information; Publicity.

A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:

(1) All written information that is marked confidential;
(2) All non-public information in electronic form to which Contractor has access; and
(3) All verbal information the court later confirms in writing is confidential.

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

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

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

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

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

B. If the court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for

actual legal costs incurred and may, upon demand, recover from the court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

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

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

8.8 **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.

8.9 **Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

8.10 **Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

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

8.12 **Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.

8.13 **Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.

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

END OF CONTRACT TERMS AND CONDIITONS

ATTACHMENT B
COURT LOCATIONS

The venue for Homeless Court sessions are participating community based organizations throughout Alameda County.

ATTACHMENT C
CONTRACTOR CERTIFICATION FORM

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

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

_____
Signature

_____
Printed Name

_____
Title

_____
Date

CONTRACTOR CERTIFICATION FORM (CONTINUED)

List of all Contracts with Government or Commercial Customers during the Five Years preceding Submission of this Proposal

ATTACHMENT D
PRICING SHEETS

COST PER RESIDENTIAL TREATMENT "BED DAY" _____

NUMBER OF DAYS OF YOUR SHORT-TERM RESIDENTIAL TREATMENT PROGRAM _____

DETAIL ANY OTHER EXPENSE HERE _____