

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

**REQUEST FOR PROPOSAL**

**LEADERSHIP TRAINING**



**REQUEST FOR PROPOSAL – RFP 2012-01**

**WRITTEN PROPOSALS DUE BY**

**Tuesday, January 3, 2012 - 5:00 PM**

Superior Court of California, County of San Mateo is inviting competitive proposals to develop and facilitate training that will enhance leadership skills in times of change brought on by the severe reductions workforce necessitated by ongoing State funding reductions to the trial courts. The following is a description of the scope of work, contractor selection process and proposed terms of the project. Contractor's submission of a Bid for this project will be considered contractor's agreement to comply with the terms and conditions as stated herein.

## **I. INTRODUCTION – SUMMARY OF THE PROJECT**

### **1.1 Issuing Body**

The Superior Court of California, County of San Mateo ("Court") is issuing this Request for Proposal ("RFP") to seek qualified proposers to develop and facilitate a cohesive training program for leads, supervisors and managers that will enhance their ability to effectively lead in the current climate of reduced funding, staffing and ongoing change.

### **1.2 Project Background**

The Superior Court of California, County of San Mateo is a trial court with five court facilities in San Mateo County. Unprecedented reductions in State funding have resulted in a 24% workforce reduction for San Mateo Superior Court since 2008 and current year budget cuts require our workforce to be reduced further. The ongoing fiscal condition of the state most likely will require still more reductions in the future. The Court needs enhanced leadership from its managers, supervisors, and leads in order to effectively review, modify, and implement improved business practices for future efficiencies. Further, Court managers, supervisors and leads need to effectively recognize, reconcile and respond to the change that is occurring as well as balance the ongoing need to create efficiencies and consolidate with the importance of not sacrificing essential resources, facilities or capacity that may be needed by future court leadership.

In order to secure funding for leadership training development specific to the current environment of change, the Court applied for and was awarded a \$15,000 Technical Assistance grant by the Administrative Office of the Court in July, 2011 for use by no later than June 15, 2012. This grant funded project will focus on current leads, supervisors and managers.

To prepare our current and future leaders for this new environment of reduced funding and staffing, the Court believes it critical to provide leads, supervisors and managers with the training necessary to enhance their abilities to lead and manage change, projects and people in the most effective manner possible.

The Core 40 attachment summarizes the overall supervisory training that has been attended by the majority of our supervisors and managers. The Core 40 program is a weeklong program that lays a foundation for the technical job of supervisors and managers.

The Leadership and Training Tools attachment summarizes the overall Leads training that has been attended by the majority of our leads. The Leads training is a 3-day program that assists with the transition from peer to leader.

The Court desires an enhanced level of leadership training that will build on the foundations laid in the Core 40 and Leads training in the areas of project and change management as well as employee engagement. These areas are particularly important as change is so prevalent now that the fiscal condition of the State is forcing the Court workforce to become much smaller.

The Court intends to award a contract to a firm that is able to provide a program that will most closely meet the Court's needs as further described in Section IV of this RFP. In no event shall the bid exceed \$15,000. 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.

### **1.3 Project Goal:**

The goal of this project is to enable approximately 40 leads, supervisors and managers to further develop their leadership skills through training that addresses the current environment of change.

### **1.4 Project Objectives:**

To achieve this goal, the Court is requesting Proposals from highly qualified consultants with expertise in developing and facilitating training programs in the needed areas. The end result will be:

- A cohesive set of trainings that enhance the foundation set by the Core 40 and Leads trainings previously attended by Court leads, supervisors and managers
- Training materials provided in the following subjects:
  - Change Management
  - Project Management
  - Employee Engagement
- Facilitation of training at Court location by no later than June 15, 2012.

### **1.5 General Requirements and Features**

- The core focus of the training must be to enhance leadership skills in a changing environment.
- All training curriculum materials (lesson plans, handouts, manuals, facilitator guides) must be shared in both print and electronic format with the Administrative Office of the Courts for use in other courts statewide.
- All materials must be developed, training completed and vendor paid by no later than June 15, 2012

## **II. PROCUREMENT AND EVALUATION PROCESS**

### **A. COMMUNICATIONS WITH COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to the Court at [rfp@sanmateocourt.org](mailto:rfp@sanmateocourt.org) (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

### **B. QUESTIONS REGARDING THE RFP**

**2.1** If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question

via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer 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 Proposer will be notified.

**2.2** 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. 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.

**2.3 Procurement Schedule and General Instructions**

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

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1.	Request for Proposal is issued	December 1, 2011
2.	Deadline for Proposer Requests for Clarifications or Modifications	December 16, 2011 – 5:00 p.m. (PST)
3.	Notification of Intent from Proposers to Participate in Pre-Bid Conference	Wednesday, December 14, 2011 at 4:30 PM (PST)
4.	Pre-Bidders' Conference (on-site or webinar/conference call)	Monday, December 19, 2011 at 10:00 AM (PST)
5.	Questions and Answers posted	December 22, 2011 – 5:00 p.m. (PST)
6.	Due Date and Time - Proposal must be received by:	January 3, 2012 – 5:00 p.m. (PST)
7.	Public Bid opening at 400 County Center, 1 <sup>st</sup> floor, in front of Room B (next to foot of the escalator), Redwood City, California.	January 4, 2012 – 9:00 a.m. (PST)
8.	Notice of Award (estimated)	February 1, 2012

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be made available to all potential proposers.

## 2.4 Contact List

Submittal Contact: Fran Doubleday (650) 599-1552

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo  
Attn: Timothy Gee, Contracts Analyst  
400 County Center, 2nd Floor  
Redwood City, CA 94063

Project Manager: Fran Doubleday, Court Human Resources (650) 599-1552

Contracting Officer: Timothy Gee, Contracts Analyst (650) 599-1790

E-mail: rfp@sanmateocourt.org

Court Executive Officer: John C. Fitton

## 2.5 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.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to request for documents. If a vendor's Proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its Proposal because such information may be disclosed to the public.

## 2.6 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.

## 2.7 Pre-Bid Conference

### 2.7.1 Mandatory Pre-Bid Conference

A pre-bid conference to answer questions related to this RFP will be held on the date and at the time specified in Section 2.3. Participants may attend in person at the address below or may participate by webinar/conference call. The location of the pre-bid conference will be held at:

Superior Court of California, County of San Mateo  
Court Information Technology Conference Room  
399 Bradford Street, 1<sup>st</sup> Floor, Suite 105  
Redwood City, CA 94063

If the proposer wishes to participate by webinar/conference call, the proposer must so state their intent to do so when submitting their notification as required in section 2.3, item 3. The Court will send you the contact information when confirming your attendance.

2.7.2 The pre-bid conference is mandatory. Prospective proposers are required to attend in order to better understand the bid requirements. In the event a potential proposer is unable to attend the pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Bids from vendors who did not attend the pre-bid conference either in person or by the webinar will not be accepted and will be returned unopened.

2.7.3 A Letter of Intent to participate from a pre-bid conference participant must be sent to the Contracting Officer at the address listed in Section 2.4 by the date and time noted in Section 2.3 indicating the number of individuals (of vendor and its subcontractors) who plan on attending or participating the pre-bid conference. The Court will prepare a summary of questions and answers from the pre-bid conference, as an addendum, which will be provided to attendees and will be posted on the Court website.

## **2.8 Pre-Submittal Process**

**2.8.1 Request for Clarifications or Modifications.** Any requests for clarifications or modifications of the proposed general terms, the project specifications, or General Conditions of the proposed contract (Exhibits C and D) must be submitted to the Contract's Analyst listed in Section 2.4 no later than the date specified in the schedule. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions and corresponding responses to potential proposers. All inquires and responses will be shared with all prospective proposers on the Court's web site.

**2.8.2 Ambiguity, Discrepancies, Omissions.** If a vendor submitting a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Contract Analyst listed in Section 2.4 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. If prior to the date fixed for submission of Proposals a vendor submitting a Proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

**2.8.3 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. Notice of any change will be posted on the Court's Website. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
  
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

**2.8.4 RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
  
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
  
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
  
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

**2.9 Minimum Qualifications**

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

No.	Minimum Qualifications
1	Contractor must have proven experience developing and facilitating training for entry to journey level leaders.
2	Contractor must have proven experience with governmental organizations in the area of leadership development and change management.
3	Contractor must have all necessary insurance coverage as stated in the sample Agreement.
4	Neither contractor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither contractor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference RFP <u>Attachment C</u> , Contractor Certification Form).
5	Contractor has reviewed and complies with the certifications as contained in the General Terms of the Proposed Contract and <u>Exhibits E, F, and G of the Proposed Contract, included herein</u> , and is not prohibited from contracting with the Court under the provisions as stated in Exhibit F of the Proposed Contract.

The contractor must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those Proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Contractors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

**2.10 Submission of Proposals.**

**2.10.1 Proposal Delivery**

The following must be received no later than the Proposal Due Date and time specified in Section 2.3 (the “Proposal Closing Time”) at the address listed in Section 2.4 for the Contract Analyst:

- A. Detailed Statement of Work that will be performed along with a detailed list of all associated costs that are included in the Proposal;
- B. List of references and experience to include name, title, telephone number, e-mail address of the designated representative for the Proposer, all key staff members who will performing the services under this RFP and all references;
- C. Objections to or proposed changes to the general terms of the contract as stated in the sample contract attached hereto;



- D. If the Proposer is a corporation, proof that the Proposer is in good standing and qualified to conduct business in California;
- E. Proof of financial solvency or stability (recent balance statement or income statement);
- F. Contractor Certificates (See Attachments E, F and G);
- G. Certificate that Proposer does not have an interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411, Government Code sections 1090, et seq. or 87100, et seq., or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contract with judicial branch entities; and
- H. Certificate of Insurance with the Superior Court named in the endorsement.

**2.10.2 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.

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

**2.10.3 Proposal Submittals**

- A. One original and 2 copies and a copy in an electronic “Word” document format (on compact disc or thumb drive) of the Proposal and all supporting documents shall be submitted by the Proposal Closing Time.
- B. Proposals shall be submitted in sealed envelopes and will all be opened at the appointed bid opening date and time.

**2.10.4 Amendment or Withdrawal of Proposals.**

A vendor may amend its Proposal prior to the Proposal Closing Time. All amendments must be in writing, signed by the proposer and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its Proposal at any time prior to the Proposal Closing Time by notifying the Contract Analyst listed in Section 2.4 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.

**2.10.5 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 Contract Analyst listed in Section 2.4 in writing and request to withdraw the Proposal. It shall be solely within the Court’s discretion as to whether withdrawal will be permitted.

**2.10.6 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. 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.

**2.10.7 Authorized Signatures, Validity Period of Proposals.** Proposals must include the contractor name, address, telephone and facsimile numbers, e-mail address, and federal tax identification number. The Proposal must be signed by a duly authorized officer or employee of the contractor and include the name, title, address, e-mail 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 2.3. In the event a final contract has not been awarded by the date specified in Section 2.3, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

**2.10.8 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 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 on 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.

**2.10.9 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 vendor to set prices in violation of anti-trust laws.

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

**2.10.10 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.

## **2.11 Acceptance of Terms**

The contractor's proposal must include a statement as to whether the contractor accepts the General Conditions in Section V or whether the contractor takes any exception to those terms. The contractor will be deemed to have accepted such terms and conditions, except where 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 some or all of the contractor's proposed contract language bind the Court, the proposal may be considered non-responsive and may be rejected.

## **2.12 Overview of Evaluation Process**

### **2.12.1 Evaluation Committee**

The Court will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. All Proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all Proposals submitted, except for the cost Proposals, according to the minimum qualifications set forth in Section 2.9.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.12.

### **2.12.2 Reservation of Rights**

- A. The Court, in its complete discretion, may eliminate Proposals that have not met the minimum qualifications of Section 2.9, or have not scored adequately in relation to other Proposals to warrant further consideration. The Court reserves the right to reject any or all Proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a Proposal.
- B. The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.
- C. If a Proposal fails to meet a material solicitation document requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.
- D. Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any Proposal unless the 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.

- E. The Court reserves the right to negotiate with the most responsible Proposer who have presented, in the opinion of the Evaluation Committee, the lowest responsive bid in its 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 vendors to gather additional information.
- F. The Court reserves the right to accept in whole or in part any proposal so that the needs of the Court are met as specified in the Project Goals as stated in section 1.4. Therefore the Court may enter in contract with more than one proposer if necessary.
- G. 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.

### **2.12.3 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 vendor'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.

## **2.13 Evaluation Criteria.**

Proposals will be evaluated to determine if the most Responsible Proposer has submitted the lowest responsible bid. The Court's consideration of the Proposals shall include, but not limited to: cost/pricing factors, reasonableness of cost projections, Contractor's experience, credentials of staff to be assigned to the project, acceptance of terms and conditions of the proposed contract, implementation plan, ability to meet project schedule requirements to complete the project, timeliness of delivery, and references.

## **2.14 Disabled Veteran Business Enterprise Participation Goals**

The Court waives the inclusion of DVBE participation in this solicitation.

## **2.15 Interview and Negotiations.**

### **2.15.1 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.

### **2.15.2 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.

**2.16 Payment.** Payment terms will be in accordance with the invoice provisions of section 4.3. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR 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.

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

### **2.18 Award of Contract.**

**2.18.1** Upon award of the contract, the successful contractor(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions and terms of the contract in Section V, and provide a certificate of insurance and other applicable certificates in conformance with the requirements set forth in the General Conditions at time of signing of the Contract.

**2.18.2** The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal. However, exceptions taken by a Proposer may delay execution of a contract. 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. The contract shall be signed by the Proposer no later than ten (10) business days of receipt of the contract.

#### **2.18.3 FAILURE TO EXECUTE THE AGREEMENT**

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

### **2.19 ANTI-TRUST CLAIMS**

**2.19.1** In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, 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.)

**2.19.2** 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.

**2.19.3** 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.)

## **2.20 Protest Procedures.**

**2.20.1** Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is December 16, 2011. Protests should be sent to the Contracts Analyst as identified in section 2.4 of this RFP.

**2.20.2** Form of Protest. A contractor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- A. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- B. The protest shall include the name, address, e-mail, telephone and facsimile numbers of the party protesting or their representative.
- C. The title of the solicitation document under which the protest is submitted shall be included.
- D. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- E. The specific ruling or relief requested must be stated.

The Court's Executive Officer, on behalf of the Court may, at its discretion, make a decision regarding the protest without requesting further information or documents from the protestor. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

## **III. PROPOSAL FORMAT AND CONTENT**

Responsive Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation.

### **3.1 Company Information**

The Court requires the contractor to be a reputable company of strong financial standing experienced in organizational development and California Court structure. The contractor's Proposal must provide the information requested below. If the contractor is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately.

The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, include the state in which incorporated.
- d. Total number of years in business.
- e. Number of years providing services similar in scope to those requested in this RFP.
- f. If subcontractors are proposed for this RFP, describe the contractor's contract management process for subcontractors included in the contractor's Proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the contractor and each proposed subcontractor.
- g. A list of at least three (3) comparable court projects completed by contractors. Include the court, contact person, address, e-mail (if known), telephone number and description of initial project scope and final results. These courts may be contacted for references.
- h. A comprehensive timeline for each phase of the review process outlined in section IV.
- i. A breakdown of costs for each phase of the project as listed in 4.1.2.
- j. A statement of the proposer's financial good standing.

### **3.2 Experience and Qualifications**

#### **3.2.1 Prior Experience and References**

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

- A. Describe the contractor's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
- B. Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the contractor has provided similar services within the last 18 months. The contractor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the contractor's performance record. The Court reserves the right to contact references other than those provided in the Proposal and to use the information gained from them in the evaluation process.

#### **3.2.2 Subcontracts**

If the contractor intends to subcontract, describe the contractor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for

products and services similar to those described in this RFP. The contractor should include a brief description of the scope of services provided to the customer and the duration of the contract.

### **3.3 Cost Proposal**

#### **3.3.1 Government Rates**

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

#### **3.3.2 Pricing and Price Adjustments**

Contractor must provide a detailed description of the pricing of services and state all that the pricing includes. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, travel, if applicable, profits, and other costs or expenses incidental to the contractor's performance. If there is any travel involved in performance of this contract, contractor agrees to comply with the Court's guidelines on travel compensation for contractors. 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 services rendered. Taxes shall be included as a separate line item on a contractor's invoice.

**3.3.3** Contractor's Proposal and price does not (1) imply that Court approves or adopts Contractor's plan, methods, or procedures required to perform the Work; nor (2) relieve Contractor from sole responsibility for the accuracy of its estimate, and timely completion of the Work.

**3.3.4** Contractor shall not charge, nor shall Court pay any overtime pay unless otherwise agreed to in writing between the Contractor and Court.

### **3.4 Required Proposal Forms and Documents**

#### **3.4.1 Required Forms**

- A. Detailed Statement of Work that will be performed and all other associated costs that are included in the Proposal.
- B. Contractor Certificates (See Attachments)
- C. 504 Statement of Compliance (See Attachments)
- D. Certificate of Insurance (Note: The Court must be included on the policy as an endorsed party when the contract documents are executed)

#### **3.4.2 Acceptance of Terms**

The contractor's Proposal must include a statement as to whether the contractor accepts the General Conditions in Exhibits C and D of the attached proposed contract or whether the contractor takes any exception to those terms. The contractor will be deemed to have accepted such terms and conditions, except where 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 (a MSWord version will be provided upon request for redlining). 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 Proposer's



Proposal. Soft copies of the contract terms and conditions will be provided by the Court at the Proposer's request.

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 some or all of the contractor's proposed contract language bind the Court, the Proposal may be considered non-responsive and may be rejected. Finalizing the terms of the contract will be negotiated after the announcement of the Court's selection.

**IV. STATEMENT OF WORK** Description of services to be provided

**4.1 General Description**

The selected Contractor shall provide a cohesive training program that consists of a live class component, but may also include on-line instruction and homework components. At a minimum, the training program should include the following in its curriculum:

1. Change management – including one's own reaction to change and leading change;
2. Project management – including basic process and accountability requirements;
3. Employee engagement – including how to tap into employee knowledge of workflow;

The selected contractor shall facilitate the final implementation plan with the Human Resources Manager.

**4.2 Scope of Work**

The following project phase outline is provided to demonstrate what the Court anticipates the project will involve. The project manager and Court Executive Officer will be the Contractor's main points of contact. This outline will be further discussed and finalized with the awarded contractor.

1. Discovery and Analysis – Contractor will work closely with the Court to determine the best learning format, timing and materials for implementation at the local site as well as additions to live training that can be utilized in ongoing group settings with local facilitation after the expiration of the grant period.
2. Contractor will provide a program schedule by no later than March 11, 2012 for Court approval.
3. Contractor will facilitate live training on day/s selected by the Court, preferably in April and/or May 2012.
4. Contractor will provide materials to Court for all programs developed in the course of this project.

**4.3 Invoicing**

**4.4.1** Contractor shall submit invoices after completion of requisite tasks to the satisfaction of the Court Executive Officer.

**4.4.2** An invoice shall contain a detail of services rendered, materials provided, the Court's

contract number and shall be signed by the contractor. Invoices will be submitted by contractor to:

Fran Doubleday, Court Human Resources Manager  
(with a copy to Neal Taniguchi, Financial Services Director)  
Superior Court of California, County of San Mateo  
400 County Center, 4<sup>th</sup> floor  
Redwood City, CA 94063

**V. ATTACHMENTS**

Attachment A	Contract Terms & Conditions .....	18
Attachment B	Core 40 Summary .....	42
Attachment C	Leadership and Training Tools – Leads Training Summary .....	45

**ATTACHMENT A**

**CONTRACT TERMS AND CONDITIONS**

**Attached are the terms of the standard contract between the Court and its vendors. By submitting a Proposal, you are agreeing to the terms of this contract for the services that you will be providing subject to any comments the Proposer may have according to the RFP process as stated in section 3.4.2.**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO Agreement**  
**AGREEMENT WITH (INSERT CONTRACTOR'S NAME) No. 41-11-D0 \_\_\_\_\_**

Contractor Name and Address:

Telephone:

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

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

**Background**

WHEREAS, ; and

WHEREAS, ; and

WHEREAS, COURT requires XXXX to ;

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

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

2. Term and Effective Date of Agreement

This Agreement shall be effective from February XX, 2012 through December 31, 2012 unless otherwise terminated. This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.

3. Contract Amount

A. Payment Schedule and Liability.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "C", the Court shall make payment to Contractor in the manner specified herein and in Exhibit "B". The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is

unacceptable. In no event shall the Court’s total fiscal obligation under this Agreement exceed **XXXX Thousand Dollars (\$XXXXXX.00)**.

**B. Availability of Funds.**

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

**4. Contract Documents**

Incorporated into this Agreement are the following attachments (collectively, “the Contract Documents”):

- a. General Provisions
- b. Exhibit A – Statement of Work and Services
- c. Exhibit B - Schedule of Fees and Method of Payment
- d. Exhibit C – General Terms and Conditions
- e. Exhibit D – Additional Court Contracts Law Terms
- f. Exhibit F – AOC Travel Guidelines

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

**5. Representatives:**

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

<b>COURT:</b>	<b>CONTRACTOR:</b>
Fran Doubleday	
Court Human Resources Manager	
400 County Center, 4th Floor	
Redwood City, California 94063	
Telephone:650- 599-1552	Telephone:

**SIGNATURES**

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

<b>Superior Court of California, County of San Mateo</b>	
<i>Signature:</i> _____	<i>Signature:</i> _____
Name: _____	Name: _____
Title: Presiding Judge _____	Title: _____ _____
Date: _____	Date: _____

**ACKNOWLEDGEMENT:**

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

<i>Signature:</i> _____ Deputy Court Executive Officer	<i>Date:</i> _____
--	-----------------------

Received and Processed:

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
Court Finance Director

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

**EXHIBIT "A"**  
**STATEMENT OF WORK OR SERVICES**

In consideration for payment of the compensation by Court as specified in Exhibit "B" contractor will provide services, materials and labor as follows:

1. [Specifics of the Statement of Work and Services will be inserted in this section once agreed to by the parties]
2. **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:
  - A. Contractor has attached to this Agreement 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.
  - B. The COURT shall evaluate the Contractor's performance of this Agreement.
- 3.

**EXHIBIT "B"**  
**SCHEDULE OF FEES AND METHOD OF PAYMENT**

1. In consideration for the services provided by Contractor as specified in Exhibit A, Court agrees to pay Contractor upon receipt and approval of invoices submitted by Contractor for services provided and according to the payment schedule in paragraph 3 below. Said invoice from Contractor shall include with specificity the work that was performed; the date the work was performed; the amount of time the work took; and the total amount of the invoice. The invoice shall be submitted within 5 business days after the end of the month within which the work was performed and shall be submitted to:

Superior Court of San Mateo County  
400 County Center  
Redwood City, CA 94063  
Attn: Neal Taniguchi, Director of Finance

2. The maximum amount that the Court is obligated to pay, as specified in Section 3. A. of the Contract for Services attached is inclusive of all related expenses (transportation, accommodations, meals) incurred by Contractor. In no event shall the Court pay for any expenses not covered herein without the prior written consent of the Court Executive Officer or designee.
3. Travel Expenses
  - A. Reimbursable Travel Expenses: Contractor will submit a travel plan to Court for review and written approval prior to incurring expenses for travel that may be required in performance of this Agreement. The travel plan will include the date(s) for travel, reason travel is required, and an estimate of the potential expense. Court will compensate Contractor for authorized travel expenses in accordance with the approved travel plan, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.), and the relevant sections of the *AOC Travel Rate Guidelines*. A copy of the *AOC Travel Rate Guidelines* are attached and incorporated into this Agreement.
  - B. Invoicing Requirements for Travel Reimbursement: Contractor will provide copies of receipts and invoices for reimbursement of travel expenses that have been incurred in accordance with the travel plan that has been approved by the Court, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.). The Court will not pay travel expenses that have not been authorized in writing.
  - C. Total Travel Reimbursement Amount: The total amount that Court will reimburse Contractor for travel related expenses, pursuant to this provision, will not exceed \$\_\_\_\_\_, unless agreed to in a written amendment to this Agreement.



**EXHIBIT "C"**

**GENERAL TERMS AND CONDITIONS**

**1. Contractor Certification Clauses**

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

- (A) *Authority.* Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the COURT.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.
- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- (L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.
- (N) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- (O) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:
  - (1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

(P) *Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

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

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

## 2. Indemnity

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

## 3. Insurance

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

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

- 3.2 “Claims Made” Coverage.** If any required insurance is written on a “claims made” form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the COURT’s acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that Services commence under this Agreement.
- 3.3 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- 3.4 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.5 Deductibles and Self-Insured Retentions.** Contractor shall declare to the COURT all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the COURT’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- 3.6 Additional Insured Status.** Contractor shall require Contractor’s commercial general liability insurer, Contractor’s commercial automobile liability insurer, and, if applicable, Contractor’s commercial umbrella liability insurer to name Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of Contractor’s Services under this Agreement.
- 3.7 Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days’ prior written notice to the COURT. Any replacement certificates of insurance are subject to the approval of the COURT, and, without prejudice to the COURT, Contractor shall not perform work before the COURT approves the certificates.
- 3.8 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 ten (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 Cancellation; Effect of Expiration or Termination**

### **5.1 Early Termination and Cancellation Rights.**

- A. The COURT may terminate this entire Agreement immediately "for cause" if Contractor is in default;
- B. The COURT may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the COURT, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the COURT), if:
  - (1) the COURT determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
  - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The COURT may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

### **5.2 Effect of Expiration and Early Termination; Survival.**

- A. Upon the Termination Date:
  - (1) The COURT shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
  - (2) Without prejudice to the COURT, Contractor shall be released from performing Services.
- B. All provisions of this Attachment "C" will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

## 6. Assignment and Subcontracting; Successors

### 6.1 Permitted Assignments and Subcontracts.

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

- (1) The COURT may assign the COURT's rights and duties to any Judicial Branch Entity. The COURT shall notify Contractor in writing within 30 days following the assignment.
- (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
  - (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
  - (b) affirm the rights granted in this Agreement to the non-assigning party;
  - (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
  - (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

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

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

## 7. Notices

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

## 8. Miscellaneous Provisions; Interpretation

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

**8.2 Special Provisions regarding DVBE Participation Certification.** If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the COURT: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement

have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

### **8.3 Audit and Records**

- A. *Audit.* Contractor shall allow the COURT's designees and the COURT to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- B. *Ownership.* The COURT is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the COURT's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the COURT or to another party at the COURT's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
- (1) Contractor's receipt of final payment under this Agreement; and
  - (2) The COURT's resolution with Contractor of the findings of any final audit.
- C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the COURT.

### **8.4 Special Provisions regarding Ownership of Results.**

- A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with COURT funds shall vest, automatically and without further action of the parties, with the COURT. If Contractor provides written certification to the COURT that the property will continue to be used for grant-related purposes and the COURT approves such certification in writing, the COURT may permit title to all such property to remain with Contractor in accordance with the COURT's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.
- B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with COURT funds, title to any equipment purchased or built with COURT funds shall vest in the COURT immediately upon payment of the purchase price. Before delivery to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

### **8.5 Confidential Information; Publicity.**

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



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

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

- B. Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT’s Business Services Manager.
- C. Specific Performance.* Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the COURT will be entitled to seek.

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

- A.* Contractor shall assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Contractor. (GC 4552)
- B.* If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C.* Upon demand in writing by the Contractor, the COURT shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the COURT has not been injured thereby, or (2) the COURT declines to file a court action for the cause of action. (GC 4554)

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

- 8.8 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.
- 8.9 Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 8.10 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- 8.11 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 8.12 Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.13 Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.
- 8.14 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

**Defined Terms**

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

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

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

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

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

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

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

"Consulting Services Agreements" do not include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "D"**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**CONTRACTOR'S TRAVEL EXPENSES GUIDELINES**

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

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

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

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

1. Breakfast – Up to \$6
2. Lunch – Up to \$10
3. Dinner – Up to \$18

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

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

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

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

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate approved by the Federal Internal Revenue Services.
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

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

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

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

(Effective 2007)

**EXHIBIT "E"**

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

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

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

The Contractor:

\_\_\_\_\_ employs fewer than 15 persons

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

\_\_\_\_\_  
Name of 504 person:

\_\_\_\_\_  
Name of Contractor:

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Official

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

EXHIBIT "F"  
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 courts, government or other governmental agencies during the two 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

**EXHIBIT "G"**  
**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company (see Public Contract Code § 10476 attached); or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

*If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.*

**OPTION #1 - CERTIFICATION**

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. 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>

**OPTION #2 – WRITTEN PERMISSION FROM THE COURT**

The Court may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If the bidder or proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The bidder/proposer identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.



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

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

As used in this article, the following definition applies:

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

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

## Manager/Supervisor Regional Education CORE 40

### Program Overview | |

### Program Overview

#### **OBJECTIVES FOR CORE 40**

Primary function of supervisor is to accomplish the work of the organization through the efforts of others.

#### **ROLE OF THE SUPERVISOR**

1. Define the role of the supervisor.
2. Describe a high performing work group.
3. Explain the key characteristics and necessary developmental tasks related to each of the 4 stages of group development.
4. Describe the challenges and leadership requirements of each of the 4 stages and how to use the model to diagnose challenges to the court team.
5. Analyze ethical challenges in the workplace and the supervisors role.
6. Create ground rules that reflect shared values.
7. Analyze challenges to supervising a diverse workforce and strategies to meet those challenges.
8. Identify challenges to supervising friends and former peers and strategies to meet those challenges.
9. Work with secondary diversity topics to identify personal style preferences and their impact on direct reports (e.g. work styles-structured vs. unstructured, communication styles, etc.)

#### **EMPLOYMENT LAW**

1. Describe protected classes and related instances of discrimination in the workplace.
2. Recognize the signals and/or indicators that possible discrimination is present in the workplace.
3. List the primary responsibilities of the direct supervisor related to discrimination, harassment or

retaliation investigations.

4. Respond to formal and informal requests for accommodation.
5. Define rights of employees related to leave (i.e. FMLA, CFRA, Pregnancy/Childbirth Parental, Jury, Military, etc.)
6. Describe the supervisors responsibilities related to Health and Safety in the workplace.
7. Describe supervisor's responsibilities when faced with a potential substance abuse situation.
8. Distinguish between the employer's rights and the employee's right to privacy.
9. Define "personnel file" , Supervisor's File and HR Medical file and describe employee access rights to these records.
10. Identify supervisor's personal liability exposure in the workplace.

#### **PERFORMANCE MANAGEMENT PERFORMANCE MANAGEMENT**

1. Describe the relationship between individual and organizational performance.
2. Distinguish between performance and conduct.
3. List the key stages of the performance management cycle.
4. Identify the elements of effective performance management.
5. Provide objective and specific descriptions of actual and desired performance.
6. Identify the behavioral discrepancy between a desired and current performance and its impact on desired results.
7. List and explain the factors to consider in analyzing a performance gap to determine its underlying cause(s).
8. Conduct a performance analysis in a case study and decide whether a specific performance gap requires resolution.
9. List the basic types of interventions available to address knowledge and skill deficiencies.
10. Identify when to best use each type of performance intervention.
11. Describe the roles and responsibilities of the supervisor before, during, and after a training intervention.
12. Analyze the performance issue in a case study, select the most appropriate intervention, and describe its application and intended results.
13. List trigger events requiring the modification or creation of a performance plan.
14. Identify the purposes and benefits of effective performance planning and appraisal.

15. State the purpose and characteristics of explicit performance expectations or task standards.
16. Describe the elements of effective performance goal/objective setting (e.g. SMART model, collaboration, etc).
17. Create a set of "SMART" performance objectives or goals for a court staff performance plan in hypothetical situation.
18. Explain the relationship between performance planning and employee development.
19. Describe the purpose and benefits of effective performance monitoring.
20. Describe the legal and organizational importance of documenting performance.
21. Describe the elements and purpose of effective performance documentation.
22. Compare and contrast documenting the achievement of a performance goal standard or objective and documenting non-performance.
23. Identify and correctly document a range of performance issues in case studies.
24. Correctly identify potential performance or conduct situations that may require referral to or intervention by the court's HR division (e.g. pending discrimination complaint, employee is on modified duty, under a last chance agreement, etc.)
25. Describe the roles and responsibilities of the supervisor before, during, and after a training intervention.

## **Leadership and Training Tools for Lead/Senior Clerks and Assistant Supervisors**

*For court leads, seniors, and assistant supervisors.*

This three-day class will provide an opportunity for lead and senior clerks to build and improve their leadership and training skills while interacting with peers from other counties.

### **Learning Objectives**

Through lecture, problem-solving activities, and group discussion, class participants will:

- Describe behaviors that contribute to effective leadership
- Discuss challenges to leading friends and former peers and identify strategies to meet those challenges
- Identify approaches to building successful and effective work relationships at all levels of the organization
- Explain the importance of understanding group dynamics and list the four stages of group development
- Identify basic principles of adult learning and describe three primary learning styles
- Analyze workplace situations and discuss roles, responsibilities, and appropriate responses

### **Instructor:**

Rhonda Sharbono, Education Division/CJER, Administrative Office of the Courts

**Training Location:** Redwood City (San Mateo County Credit Union)

**Dates:** August 9 -11, 2011

**Time:** 8:30 a.m. – 4:00 p.m.

Snacks and beverages provided

Lunch on your own (cafeteria on site or feel free to bring your lunch)