

REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF
BUTTE**

REGARDING:

RFP 003-2012: Access to Visitation Services

PROPOSALS DUE:

August 31, 2012
NO LATER THAN 1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Butte (Court) is a trial Court of general jurisdiction. The Court is a mid-size organization and has approximately 13 judicial officers and 120 employees providing a full range of court services for disputes and cases involving civil, criminal, family, domestic, traffic and juvenile law.

The Court has applied for and has been awarded grant funding under the Federal Access to Visitation Grant Program. The Court has participated in this program for several years.

This RFP, associated documents, including the Notice of Intent to Award and/or all addenda that may be issued will be available on the following website, referred to individually and collectively as “Court website”: <http://www.buttecourt.ca.gov>

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a public or non-profit entity with expertise in access to visitation services, specifically:

- Contractor will provide supervised visitation for court ordered families in order to facilitate relationships between non-custodial, low-income biological parents and their children while ensuring the health, safety and welfare of the children.
- Services are to be provided within the communities of Butte and Glenn Counties in areas easily accessible to members of those communities which includes ADA access.
- Contractors must be local public agencies or nonprofit entities that satisfy the Uniform Standards of Practice for Providers of Supervised Visitation.

Specific Functions/Tasks

- Contractor will provide professional individual and group supervised visitation for selected Family Law Court clients that meet the qualifications for the Regional Access to Visitation Grant.
- Contractor will provide timely reports of supervised visitation to the court on a regular basis as specified by the court.
- Contractor will develop and maintain statistics on the program and shall provide this information on a monthly basis to the court and to the state.
- Contractor will meet monthly with the court to coordinate services and address any issues or concerns that arise.
- Contractor will ensure that all staff are trained in accordance with state mandates.

Quality Control

- Contractor will abide by the State Guidelines for Supervision, in accordance with 2011 California Rules of Court, Standard 5.20.
- Contractor will follow best practices for client record development and maintenance
- Contractor will follow best practices for billing and accounting for reimbursement of services.

Deliverables

- Contractor will be responsible to provide monthly, quarterly and bi-annual statistic and narrative reports to the court and state as specified by the state.

Legal Requirements

- Contractor will have all necessary licenses
- Contractor will have all required insurance
- Contractor will ensure that staff complete a criminal background check and fingerprinting prior to providing services

Court Responsibilities

- Court will select and approve program clients and provide the contractor with referral information
- Court will pay for professional supervision services as specified by the Access to Visitation Grant
- Court will manage the Access to Visitation grant

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	8/7/12
Deadline for questions	8/24/12 by 4:00pm PT

Last day questions and answers will be posted*	8/27/12
Latest date and time proposal may be submitted	8/31/12 by 1:00pm PT
Evaluation of proposals (<i>estimate only</i>)	Week of 9/3/12
Notice of Intent to Award (<i>estimate only</i>)	Week of 9/3/12
Negotiations and execution of contract (<i>estimate only</i>)	Week of 9/3/12
Contract start date (<i>estimate only</i>)	9/10/12
Contract end date	3/31/13

**Questions will be answered and posted on the Court’s website on an ongoing basis up until this date/time.*

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: No Conflict of Interest	Proposer must complete the No Conflict of Interest Certification and submit with its proposal.
Attachment 5: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Proposal Requirements	The specific proposal requirements must be addressed by the proposer.
Attachment 7: DVBE Certification Form	Proposer must complete the DVBE Certification Form and submit the completed certification with its proposal.

5.0 PAYMENT INFORMATION

- 5.1 The successful proposer will be compensated according to the amount available through the Access to Visitation grant. The final award amount depends on actual start and end dates of service, as well as how much of the original grant is available. The total grant amount for 12 months of service (April 2012 through March 2013) was \$59,615.00. Compensation will be paid as a monthly reimbursement for actual accrued allowable costs. The Contractor will be required to send monthly invoices to the Court for approval prior to reimbursement.
- 5.2 The Court's obligation is subject to the availability of funds.
 - a. The funds for the All About Kids program are primarily supplied by a grant of Federal and State money. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Court may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
 - b. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.
- 5.3 Proposers must include in their proposal a detailed breakdown of their proposed program budget using the instructions in Attachment 6. Please note that while administrative costs are allowable under the grant, contractors should offer as much direct service delivery as possible for the target population to be served by the grant and should ensure that expenditures are reasonable and cost-effective.
- 5.4 Certain costs unallowable for reimbursement as a condition of the Federal and State grant awards. For a detailed description of what constitutes allowable and unallowable costs, see Office of Management and Budget (OMB) Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments at http://www.whitehouse.gov/omb/circulars_a087_2004 and Circulars A-122, "Cost Principles for Non-Profit Organizations" at <http://www.whitehouse.gov/omb/circulars/a122/a122.html>.

Additionally, the Access to Visitation Grant cannot reimburse for:

- Intake and orientation services;
- Food and/or drink of any kind;
- Non-AOC sponsored trainings and conferences;
- Mortgage payment as a room rental expense;
- Membership dues;
- Costs for fundraising; and
- Entertainment costs.

6.0 SUBMISSIONS OF PROPOSALS

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

6.2 The Proposer must submit **one (1) original and four (4) copies** of the proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

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

Scott Miller, Court Services Analyst III
Superior Court of California, County of Butte
1 Court Street, Oroville CA 95965

6.4 **Late proposals will not be accepted.**

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

7.0 PROPOSAL CONTENTS

7.1 The following information must be included in the proposal. **A proposal lacking any of the following information may be deemed non-responsive.**

- a. Proposer’s name, address, telephone and fax numbers.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer’s designated representative for purposes of this RFP.

- c. For each key staff member (for example the clinical director, program manager, program coordinator, or similar titles): a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of 3 clients (courts, counties, or other public entities) for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- e. **Address the proposal requirements listed in Attachment 6.**
- f. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- g. Certifications, Attachments, and other requirements.
 - i. Proposer must include the following certification in its proposal:

Proposer must complete the No Conflict of Interest Certification (Attachment 4) and submit the completed form with its proposal certifying that Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
 - ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. If Proposer is a corporation, limited liability company, or limited partnership, proof that Proposer is in good standing and qualified to conduct business in California.

- iv. Copies of current business licenses, professional certifications, or other credentials.
- v. Proof that proposer is a 501(c)3 non-profit organization or public entity as specified by the contract requirements.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

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

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below.

If a contract will be awarded, the Court will post an intent to award notice at <http://www.buttecourt.ca.gov>

CRITERION	MAXIMUM NUMBER OF POINTS
Program Service Delivery - Safety	25%
Program Service Delivery – Quality	25%
Program Service Delivery – Qualifications	15%
Explanation of Program Budget	15%
Fulfillment of Legal Requirements	10%
Report Writing Capabilities	10%

10.0 INTERVIEWS

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

incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court may disclose all information contained in a proposal, including information marked as confidential or proprietary.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

Proposers must indicate if their organization qualifies as a DVBE firm (as defined in pursuant to the definition listed in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations) by submitting Attachment 7.

13.0 PROTESTS

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). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

Richard Holst, Assistant Court Executive Officer
Superior Court of California, County of Butte
1 Court Street, Oroville CA 95965