

**County of Plumas  
Superior Court of California**

**Request for Proposal  
Family Court Services**

**Proposal Submission Deadline: **May 3, 2010****

**Superior Court of California, County of Plumas  
520 Main Street, Room 104  
Quincy, CA 95971**

# **REQUEST FOR PROPOSAL FAMILY COURT SERVICES**

## **Introduction**

The Superior Court of California, County of Plumas (hereinafter referred to as Court) is accepting proposals for the provision of family court services in disposing of its business and carrying out its functions as required under Family Code sections 1800, et seq., 9000, et seq., 3110, et seq., 3160, et seq. The contractor shall also provide services as required under Probate Code section 1513. The purpose of this Request for Proposal (RFP) is to provide the Court the information needed to select the most qualified, efficient and cost effective provider of family court services.

Proposals for providing representation must be submitted by 5:00 p.m. on **May 3, 2010**. Proposals are being solicited for a multi-year contract and a total lump sum fee bid for each year is required. The Court will accept proposals for an all-inclusive primary contractor. In addition, the Court will also consider proposals, which present alternative service delivery models, e.g., multiple prospective bidders may combine their efforts into a single consolidated proposal providing the full scope of services requested, or one provider may propose to provide only mediation services, self-help services or other family court related services, such as custody or guardianship investigations . The fee for services will be paid monthly on a fiscal year basis (July 1 to June 30) and pro-rated accordingly, depending on the date services begin. Costs incurred by bidders in responding to this RFP are entirely the responsibility of the bidders and will not be reimbursed.

Bidders should carefully review the information contained in this RFP to insure that only responsive proposals are submitted. The ability of the bidders to understand the duties and responsibilities of family law representation and needed services, and to submit responsive and cost-effective proposals, will be used as an indication of their ability to provide adequate and competent legal services if awarded the contract.

## **Proposal Evaluation Schedule**

Release of Request for Proposal	March 24, 2010
Deadline for Questions	April 17, 2010
Deadline for Proposal Submission	May 3, 2010
Evaluation Completed and Respondents Notified	May 15, 2010
Service Commences	July 1, 2010

## **Contract Period**

The contract will commence **July 1, 2010**, for a period to be negotiated between the Court and successful bidder. Ideally, the court would like to enter into a multi-year contract for three years. As noted, the Court operates on a fiscal year and the contract will be pro-rated for the initial year of service.

## **Bidder's Questions**

Any clarification or questions regarding the RFP requirements must be in writing and received by the Court no later than close of business on March 15, 2010. Proposals should be submitted via e-mail to:

Deborah Norrie,  
Court Executive Officer  
Superior Court of California, County of Plumas  
[Deborah.Norrie@plumas.courts.ca.gov](mailto:Deborah.Norrie@plumas.courts.ca.gov)

**All** submitted questions and the Court's responses will be posted on the Court's website [www.plumascourt.org](http://www.plumascourt.org) by close of business April 22, 2010.

## **Submission of Proposals**

An original and two copies of the proposal must be received by the Court by no later than 5:00 p.m. on **May 3, 2010**. Proposals should be submitted to:

Deborah Norrie  
Court Executive Officer  
Superior Court of California, County of Plumas  
520 Main Street, Room 104  
Quincy, CA 95971  
[Deborah.Norrie@plumas.courts.ca.gov](mailto:Deborah.Norrie@plumas.courts.ca.gov)

All proposals will be accepted via email as an attachment in Word, Excel or pdf. formats. Late proposals will not be accepted or considered. The Court will not be responsible for proposals delivered to a person or location other than that specified in this RFP. Faxes will not be accepted. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the bidder.

All responses to this RFP become the property of the Superior Court of California, County of Plumas. The Court will direct that all responses be held confidential from parties other

than the Court until the selection of the successful bidder. The Court will not be held accountable if material from responses is obtained without the written consent of the bidder by parties other than the Court. After the final award has been made, all proposals shall be made available for public inspection.

## **Proposal Requirements**

In order to be considered, proposals must include the following:

- a) A cover letter to introduce the bidder and briefly summarize the proposal.
- b) A description of the bidder, including background, experience, size and resources, and a concise statement of the bidder's qualifications for performing the requested services. To be considered, the bidder must possess the minimum professional qualifications set forth in Family Code sections 1815, 3110.5, 3164.
- c) A comprehensive list of current or recent similar services performed previously for California jurisdictions, with appropriate contacts (names, position titles, and telephone numbers of those people who can give information on the bidder's experience and competence).
- d) The bidder's plan to determine the minimum professional qualifications of the service provider under this RFP. Particular emphasis should be placed upon the qualifications, experience, and relevant education, training, and experience in providing services in family law and guardianship cases.
- e) A detailed description of how the services will be provided.
- f) A proposed annual contract amount for the scope of work and services requested by this RFP. The costs should include all costs of services, administration and operation.

## **Services**

The services which the contractor shall perform include, but are not limited to, the following:

- a) Provide orientation and education for families in divorce/separation cases.
- b) Conduct mediation of child custody and visitation pursuant to proceedings under the Family Code sections 1800 et seq., and make recommendations concerning the proceedings to the Court.
- c) Conduct child custody investigations under Family Code section 3110, et seq.
- d) Conduct investigations as required for guardianships and stepparent adoptions under Family Code sections 9000 et seq., and Probate Code section 1513 and make recommendations concerning the proceedings to the Court.
- e) Provide augmented Family Law Facilitator services including assistance to self-represented parties in child support, spousal support and other family law matters pursuant to Family Code sections 100004 and 100005.
- f) Develop and maintain necessary services for self help centers.
- g) Make reports, compile statistics and keep records at the request of the court.
- h) Apply for and administer grant funds as appropriate and available.
- i) Keep current professional licensing or certification as required by the State of California and provide a copy of said document to the court.

- j) Maintain continuing training and educational requirements as defined the Family Code and California Rules of Court. Expenses for attending classes shall be the responsibility of the Contractor.
- k) All clerical support services, office supplies, duplicating, library and legal reference materials, and travel to adequately and competently perform the services required by the contract.
- l) All office space, office furnishings, office equipment, telephone and other utility services required to adequately and competently perform the services required by the contract.

### **Acceptance of Conditions**

By submitting a proposal, the bidder affirms that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the Court and the bidder:

- a) The Court may require whatever supporting documentation it deems necessary relative to the bidder's financial ability to complete the contract.
- b) The Court reserves the right to ask for any further information from the bidder either in writing or orally.
- c) The Court may select a bidder from those submitting proposals. However, the Court reserves the right to reject all proposals.
- d) The Court may cancel this project without any cost or obligation at any time up until the award of the contract. In the event agreement cannot be reached with the selected bidder, the Court reserves the right to select an alternative bidder.

The Court reserves the right to award a contract to the bidder that presents the proposal that, in the sole judgment of the Court, best accomplishes the desired results, which may or not be the lowest bid in terms of fees charged for services. The Court also reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate minor deviations with the successful bidder.

## **Statistical Information**

Family Court services provided the following services to the Court in the last two years:

<b>Calendar Year</b>	<b>Mediations Scheduled</b>	<b>Stepparent Adoptions</b>	<b>Family Law Custody Investigations</b>	<b>Guardianship Investigations</b>
<b>2008</b>	<b>186</b>	<b>2</b>	<b>26</b>	<b>15</b>
<b>2009</b>	<b>170</b>	<b>2</b>	<b>24</b>	<b>14</b>

**NOTE:** This data is provided to give interested parties a basic estimate of the Court's current workload. It is not intended to forecast or guarantee future trends in case filings and the resulting representation workload. The history represents the number of mediations and investigations made during the calendar year. Data for calendar year 2009 is as of December 31, 2009. The case filing statistics are not meant to place a ceiling on the anticipated workload for a new contract.

## **Program Specifications**

- The Court is an Equal Opportunity Employer. In connection with the performance of the contract related to this RFP, the bidder shall comply with Federal, State and Court Equal Employment Opportunity requirements.
- The successful bidder for the contract shall not discriminate against any sub-contractor, employee, or applicant for employment because of age, race, color, national origin, religion, sex/gender, sexual orientation, disability, medication condition, marital status or political beliefs, in violation of the law.
- The contractor will be responsible for the provision of its own offices including space, materials, equipment, facilities, and supplies necessary for the support of its services.
- The contractor may engage in the private practice of mediation as long as this practice does not interfere with assignments and functioning in Family Law Courts.

The contractor will be expected to:

1. Assist the Court on an ad hoc basis to develop new or revised processes and procedures.
2. Participate in periodic and regular continuing education as required by law or rule of court.
3. Provide statistical information on a monthly basis to the Court on the following topics:
  - current caseload,
  - new cases by month,
  - number of investigations

- number of mediations and success rate of agreements,
- financial expenditures.

The contractor will also be required to maintain written books and accounts that identify all costs incurred and all disbursements of funds received by contractor under the terms of the contract. Such books, accounts and records shall be in a form and manner prescribed by the Court, and shall be maintained for a period of not less than five (5) years following the conclusion of the term of the contract. The court may conduct an inspection and audit of these books at anytime during the term of the contract and for a period of five (5) years thereafter.

The contractor must agree to hold harmless the Court and will carry insurance as described in Exhibit A of this RFP.

## EXHIBIT A

**Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR shall provide, to the extent required by law, workers' compensation insurance in the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide COURT with certification of all such coverages upon request by COURT.

(b) Liability insurance

1. General Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than Three-Hundred Thousand Dollars (\$300,000) combined single limit for each occurrence.

3. Comprehensive Automobile Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, a policy of comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed with the Court Executive Officer prior to commencement of performance of any of CONTRACTOR's duties; shall indicate that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COURT shall pertain only to liability for activities of CONTRACTOR under this Agreement; shall name COURT, its officers, employees, agents and volunteers as additional insureds; shall be kept current during the term of this Agreement; shall provide that COURT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; shall provide that the insurance provided is primary coverage to COURT with respect to any insurance or self-insurance programs maintained by COURT; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the

company's liability. Upon request of COURT, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, COURT. At the option of COURT, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as the relate to the COURT, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.