



Superior Court of California County of Sonoma

Hall of Justice

600 Administration Drive, Room 107J

Santa Rosa, CA 95403

REQUEST FOR PROPOSAL

PROJECT TITLE: Children's Waiting Room Childcare Services

RFP NUMBER 12

PROPOSALS DUE BY: January 9, 2009 at 3 p.m.

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Section A

INTRODUCTION

The Superior Court of California, County of Sonoma (“Court”) is in the process of establishing a children’s waiting room in its new court facility in Santa Rosa. Approximately 600 square feet of space will be made available for the children’s waiting room. The Court is seeking a vendor to operate the waiting room Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

The facility is being modeled on similar waiting rooms operating in courthouses in San Francisco, Sacramento, Fresno, Ventura, San Mateo and Orange counties. As with these waiting rooms, the room will be operated on a non-licensed, drop-in basis. It will be available to children of families having business in the courthouse (custody hearings, trials, witness duties, self-help services, etc.). In order to operate on a non-licensed basis, it will be an absolute requirement that the adult responsible for the child using the facility remains available on the campus of the court facility at all times. The waiting room will be free of charge to any and all users.

It is the desire of the Court to have the waiting room available for the broadest age range of children possible. The Court also recognizes the increased intensity of care required by small infants. Therefore, this proposal asks vendors to outline staffing and budget requirements for children from the ages of six weeks to twelve years old. The Court will have limited funding for furniture and equipment, but it will provide a small refrigerator, a crib, changing table, table and chairs, a couch, a television, a DVD player, and some toys and books.

The Court looks forward to working with an innovative vendor who will work with an advisory committee to improve the Court’s services to families.

The Court will be contracting for an initial term from March 1, 2009 to June 30, 2010.

Section B

Procedures for Submitting and Evaluating Proposals

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	November 18, 2008
5	Proposal Due Date and Time	January 9, 2009 3:00 p.m. (Pacific Time)
6	Potential Interviews & Negotiations	January 20-30, 2009
8	Notice of Award (estimated)	February 2, 2009
10	Contract to Begin	March 1, 2009

1. A Notice of Request for Proposal (RFP) will be published and sent to all known individuals or agencies who have expressed an interest in providing services to operate a children's waiting room in the new court facilities of the Superior Court of California, County of Sonoma in Santa Rosa.
2. The RFP and any addenda that may be issues will be available on the following website: www.sonomasuperiorcourt.com/index.php All questions for clarification and other comments must be submitted to lbrinkoe@sonomacourt.org or at (707) 521-6887.
3. The provider shall submit in a sealed envelope one (1) signed, original and one (1) copy of the proposal addressed to:

Laura Brinkoetter, Management Analyst
Superior Court of California, County of Sonoma
Hall of Justice
600 Administration Drive, Room 107J
Santa Rosa, CA 95403

Proposals must be received no later than 3:00 p.m. on January 9, 2009. This means that proposals must be mailed prior to the due date in order for the Court to receive them by the deadline.

At the time of receipt of each proposal, the proposal will be time-stamped and recorded and the provider will be given a notice of receipt.

4. Proposals must be typed and double-spaced. Each package must begin with a complete table of contents showing page numbers, and all pages in the package shall be numbered consecutively. The outside of your proposal envelope should be marked in the lower left corner "Proposal for Children's Waiting Room Services."
5. All costs of provider's proposal preparation shall be borne by the provider.
6. All responses to this RFP become the property of Superior Court of California, County of Sonoma. Government Code Sections 6250 et. Seq., the "Public Record Act" defines public record as any writing containing information relating the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure.
7. The Superior Court of California, County of Sonoma cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the Court receives a request for any document submitted in response to a RFP, it would not assert any privileges that may exist on behalf of the person or business submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced.
8. Failure to comply with any and all parts of the RFP may be cause for the proposal being eliminated from consideration.

9. The Court reserves the right to reject all proposals and not to award any contract pursuant to the RFP.
10. Each proposal will be evaluated by a review committee. Important selection criteria include: completeness of proposal, vendors relevant experience, cost effectiveness, quality of references and quality of work plan (complete selection criteria are listed in Section C). The committee's assessment may include oral interviews. The committee will recommend its preferred proposal to the Court Executive Officer who will make the final decision.
11. Requests for Clarifications or Modifications: Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification of this solicitation to Laura Brinkoetter at lbrinkoe@sonomacourt.org or (707) 521-6887. All questions and requests must be submitted via email, regular mail or by phone no later than January 7, 2009 at 3:00 p.m. Questions or requests submitted after the due date will not be answered.
12. Any requests to appeal the vendor selection decision must be submitted in writing to the Court Executive Officer, no later than one week (7 calendar days) after the original announcement of vendor selection. The appeal must state clearly the reasons why the appellant believes the selection procedures were not properly followed. The Court Executive Officer will review the appeal with the Presiding Judge of the Court and their joint decision will be final.

Section C

Proposal Evaluation Criteria

Selection Criteria

Selection of a vendor and determination of the award will be made to the qualified vendor whose proposal is determined to be of superior quality, responsive to the requirements of this RFP and competitively priced. Selection will result from the Court's overall judgment that a proposal meets or exceeds its requirements, as measured against the following criteria (not listed in order of importance):

- Confidence that the vendor has the ability to best deliver high quality, setting-appropriate children's waiting room services and any other services consistent with the stated specifications.
- Superior responsiveness to specifications, quality of work plan, and demonstrated understanding of the purposes of this project. Specifications for documentation, performance, service or any other deliverables are the minimum requirements for this

RFP. Provider qualifications, office hours, and prompt and continuous availability of quality care during the Children's Waiting Room's proposed hours are critical.

- Financial feasibility and cost effectiveness of the proposal.
- The number of years the vendor has been providing this type of service.
- Vendor's capabilities in terms of qualifications and relevant past experience. Vendors shall indicate their past performance functioning as a vendor agency, including past performance in providing similar types of program start-up services, children's waiting room services, and family support services; and working with the target population and with the judiciary.
- Past service history of vendor regarding child safety, family and staff satisfaction. Indicate any significant problems that have occurred at a program owned, operated or serviced by your agency (e.g., complaints, lawsuits and liability proceedings, incidents when a child was seriously injured or killed, findings of the sexual abuse, physical abuse or neglect of a child by a staff member, employee discrimination or wrongful dismissal suits). Discuss any corrective action that the agency has taken as a result of the problem or problems.
- Vendor's complete documentation of the number, scope and service specifications for similar children's waiting room or conventional child care programs begun and completed, including (a) a list of contact names, addresses and telephone numbers for such projects, and (b) demonstration that the key people proposed and guaranteed as available by the vendor to work on the project resulting from this RFP have participated in a significant number of these projects.
- Qualifications and experience of key individuals proposed and guaranteed as available and committed to this project (including resumes). In the case of positions that will be filled by new-hires, the vendor's stated and guaranteed minimum qualifications and the guaranteed start date of any to be hired child supervision worker in the Children's Waiting Room.
- The proposed schedule for program start up and childcare service provision. The Court would like for the waiting room to open by April 1, 2009. It is anticipated that a contract can be in place by March 1, 2009 and that the vendor will then have a paid, one-month start-up time to prepare for full operation.
- The reasonableness of the proposed work plan, including the capabilities and number of personnel and/or personnel hours allocated to specific tasks, a detailed description of each task, the time frames for completion and the logical sequence of tasks to be performed.
- The Court reserves the right to request additional information to assure itself of a vendor's financial status.

Section D

Contents of Proposal

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

Executive Summary

The vendor must provide an Executive Summary of its proposal. The Executive Summary should be a general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the vendor's understanding of the requirements. The vendor must also address in this section how it meets the minimum qualification requirements.

Cover Page and Vendor Information

The vendor's proposal must provide the information requested below.

- a. Cover page to include: Complete name and address, contact information, fax and phone numbers, email address and authorized signature and name of submitting authority must be included.
- b. Vendor profile and California locations (a short description of the vendor)
- c. Federal tax identification number.
- d. If incorporated, state in which incorporated.
- e. A short narrative description of the vendor's organization, including organization charts and indication of vendor officers, if applicable.
- f. Principal type of business.
- g. Total number of years in business.
- h. Number of years providing products and services similar in size and scope to those requested in this RFP.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).

Qualifications, Experience and References

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

Describe the vendor'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.

Provide the names, addresses, and telephone numbers for a minimum of three (3) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor 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 vendor'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.

Scope of Work

The average number of children who will be using the waiting room at any particular time is not known. The Court appreciates that this presents a problem for planning by potential vendors. Given the difficulty of estimating, the Court understands that proposals will need to be flexible. It is suggested that ratios of staff to children be used rather than a fixed number of staff. The Court will work with the vendor to set a maximum number of children who can use the room at one time. Vendors may use volunteers as part of their program plan.

It is planned that the room will be in operation between the hours of 8:00 a.m. and 5:00 p.m. and closed for one hour at lunch time. The vendor will be responsible for preparation and clean up. Respondents to this RFP shall submit a Scope of Work that specifically discusses how they will provide the children's waiting room services being sought by the Court, using the minimum service components below. The narrative should include detailed information about the vendor's capability to provide such services, previous experience and resources that will enable the provider to accomplish the tasks set forth in this section. Proposals may include additional components or enhancements, in a separate section, if the vendor sees fit. The following should be addressed in the narrative:

1. A start-up plan and timetable, including but not limited to hiring, orientation, start of care and accountability procedures. Court will assist in developing forms to be used in the facility, including parent release forms and others.
2. Comply with all contractual obligations imposed by the Court.
 - a. Maintain an easily accessible facility for people with disabilities.
 - b. Offer care 52 weeks a year during specified operating hours, excluding Court holidays. A copy of the Court holiday schedule will be provided upon award of contract.
 - c. Develop administrative, personnel and child supervision policies that reflect an understanding of Court requirements (in conjunction with the Court advisory committee for the children's waiting room).
 - d. Employ child safety, infection control, facility cleaning and maintenance procedures that protect children from hazards and harm while reducing the incidence of illness or injury.

3. Obtain adequate and appropriate liability insurance coverage and professional liability insurance for the facility, including insurance for its personnel, clients and staff.
4. Institute and maintain a high-quality, age appropriate children's waiting room facility and program that meets the emotional, social, developmental and physical needs of all children that may use the waiting room.
 - a. Provide daily activities appropriate for each age group served by the waiting room that are developmentally and linguistically appropriate and culturally sensitive.
 - b. Provide an area that is appropriate for gross motor play where children may engage in that type of play in a manner that is safe and comfortable.
 - c. Provide attractive, well-maintained and diverse educational and recreational equipment, toys and supplies that are interesting and developmentally appropriate to the children served. The court has limited funding for purchase of equipment and supplies.
 - d. Ensure that all toys and equipment are safe and do not pose choking or other hazards.
 - e. Ensure that educational and play materials contained in the waiting room reflect a range of racial, ethnic, linguistic and family structure models.
 - f. Offer simple nutritious snacks to children on a flexible schedule that meets the needs of children who arrive at any time during the day.
 - g. As needed, provide diapers, clothing, formula, baby food and other essentials for infants and toddlers who arrive at the waiting room without such items. Court may have limited supplemental funding for this purpose.
 - h. Develop non-punitive, child-centered rules regarding children's behavior and the respectful supportive management of that behavior. Establish methods that effectively deal with separation anxiety, stress and fear in the children throughout their visit to the waiting room.
 - i. Establish procedures and practices for appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families, toileting, napping and other transitions.
 - j. Provide in a non-threatening, non-judgmental and non-intrusive manner, materials for parents and older children who may desire family support and assistance with emotional, social, psychological, physiological and developmental problems.
5. Provide employees and volunteers for the waiting room that are appropriate and effective role models for the children.

- a. Implement an employee and volunteer screening and reference check system that ensures that employees are appropriate for a children's waiting room, including screenings for substance abuse and a history of child abuse.
 - b. Establish procedures and practices for ongoing monitoring of employee and volunteer performance.
 - c. Conduct regular and timely performance reviews for all staff of the waiting room and establish procedures for hiring, discipline and termination.
 - d. Provide for ongoing recruitment and monitoring of suitable volunteer and regular staff that reflect the racial, economic, linguistic and ethnic diversity of Sonoma County.
- 6. Monitor and document the number of children and families served and the effectiveness of its work with children, on a schedule to be established by the Court.
 - a. Give all clients utilizing the waiting room an opportunity to complete an anonymous satisfaction survey.
 - b. Establish and follow procedures that obtain, to the greatest extent possible on an ongoing basis, input from those Court personnel whose work is affected by the presence or absence of children.
 - c. Document program utilization by keeping accurate monthly statistics regarding children and families using the waiting room.
- 7. Together with the Court's security officials, establish safety and security procedures that strictly control access to the children's waiting room and effectively respond to legal and physical custodial arrangements for children, emergency situations, the remand of parents into custody by the Court and failure of parents to reclaim their children from the center at the appropriate time, all in a manner that minimizes anxiety, fear and disruption for the child.

Budget Narrative

Include a budget that details and/or explains expenditures. The Court will provide all necessary space, utilities and telephone service. Proposals should not include line items for these expenses. The Court will pay for painting, carpeting, counters, cabinets and office furniture for the office area. The Court will have limited funding for furniture and equipment, but it will provide a small refrigerator, a crib, changing table, table and chairs, a television, a DVD player, a couch, and some toys and books.

Start-Up Budget

Any start-up costs prior to a vendor's commencement of children's waiting room services should be listed in a separate, clearly labeled section. Explain the nature of the proposed costs and why they are appropriate and necessary. Include a description of who would be performing the start-up activities and how long it will take to perform those activities.

Start-up labor costs should not exceed the equivalent of one month's labor costs as outlined in the annual budget. The Court intends to issue a contract to begin on March 1, 2009, which will allow the vendor a period of one month to be paid for by the Court for start-up activities.

Annual Budget

The annual budget should outline the ongoing personnel and other costs associated with operating the planned children's waiting room. Each major expense should be listed separately and there should be justifications containing a level of detail sufficient for the proposal to be analyzed for cost effectiveness and for the vendor to deliver a high quality level of service.

Section E

Proposal Checklist for Vendors

- ☐ Submitted questions/clarifications, if needed, to Court no later than January 7, 2009 at 3 p.m., addressed to Laura Brinkoetter, Management Analyst at lbrinkoe@sonomacourt.org or at (707) 521-6887
- ☐ Included Executive Summary, Cover Page to include contact information and authorized signature and name of submitting authority and Vendor Information.
- ☐ Included Narrative with Scope of Work, Qualifications and Experience
- ☐ Included Budget Narrative
- ☐ Included three (3) references
- ☐ Included one (1) signed original and one (1) copy
- ☐ Submitted proposal to Court no later than January 9, 2009 at 3 p.m. (Pacific Time) addressed to:
Laura Brinkoetter, Management Analyst,
Superior Court of California, County of Sonoma
Hall of Justice,
600 Administration Drive Room 107J,
Santa Rosa, CA 95403

Section F

Contract Requirements

SAMPLE CONTRACT

Vendors should be aware that a contract for the services noted in this proposal will include all, but not be limited to, the following sections:

General

1. Neither Contractor nor Court shall assign or delegate any interest in or duty under this agreement without the prior written consent of the other, and no such assignment or delegation shall be of any force or effect whatsoever unless and until the other party shall have consented.
2. The parties intend that Contractor and its employees and/or volunteers, in performing the services hereinafter specified, shall not be considered as agents or employees of the Court and are not entitled to participate in any pension plan, insurance, bonus or similar benefits Court provides to its employees.
3. Court relies upon the professional ability and training of Contractor as a material inducement to enter into this agreement. Contractor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws.
4. Court and/or Contractor shall have the right in its sole discretion to terminate this agreement by giving notice to the other party and allowing either party the right to correct any issues. In the event that either party cannot resolve the infractions and/or issues, a thirty (30) day written notice would suffice, except in those cases whereas considerable harm could come to the Court and/or its agents, this agreement could be terminated at will.

Indemnities and Guarantees

1. Hold Harmless

The Contractor shall indemnify and save harmless the Superior Court of California, County of Sonoma their officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of: (a) injuries to or death of any person including Contractor, of (b) damage to property of any kind whatsoever and to whomsoever belonging; or (c) any loss or cost including but not limited to, the concurrent active or passive negligence of the Court, its officers, agents, employees or servants resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants provided that this shall not apply to injuries or damage for

which Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. Contractor shall procure, and maintain during the term of any agreement a comprehensive general liability policy, naming Superior Court of California, County of Sonoma as an additional insured with either a blanket contractual liability endorsement or contractual liability coverage naming this Agreement, with limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

Said policies of insurance shall be obtained from insurance companies which are qualified to transact business in this state and shall provide that the insurer will not cancel or reduce coverage unless the Superior Court of California, County of Sonoma is given thirty (30) days notice of cancellation. The Certificate of Insurance must be on file with the Deputy Executive Officer of the Superior Court of California, County of Sonoma.

3. Contractor agrees to comply with all federal and state statutes and regulations, and Court ordinances applicable to its operations whether or not referred to in this contract.
4. The Contractor agrees to assure Superior Court of California, County of Sonoma that in carrying out its responsibilities in connection with any agreement it will comply with all applicable laws and regulations regarding confidentiality. Contractor is prohibited from releasing any confidential information relating to any person receiving public assistance or other services, either by name or address, or in any way not directly connected with the administration and enforcement of the Court and this program. This recognizes that with prior approval the Court such records may be released to the District Attorney, or made available for purposes of audit by County of Sonoma.
5. Any agreement may not be assigned or subcontracted without the prior written consent of all parties. Any violation of this section is void and shall vest no rights in the subcontractor.

Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973

1. Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
2. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements.

Non-Discrimination – General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation,

race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied benefits, or be subjected to discrimination under this Agreement.

Non-Discrimination – Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal employment opportunity policies shall be made available to County upon request.

Audits

1. State and Federal Agencies and the Superior Court of California, County of Sonoma or any of their duly authorized representatives may at any time during normal business hours, and without advance notice to Contractors audit all books, accounts and records involved and maintained in connection with this contract. Said audits shall be in writing and a copy thereof shall be provided to contractor after completion thereof. An accounting and settlement between Superior Court of California, County of Sonoma and Contractor may be made at any time after a closeout audit.

Contractor agrees to, as soon as practicable, comply with any recommendations made in writing by Superior Court of California, County of Sonoma as a result of any audit authorized by this contract for the improvement of Contractor's auditing, accounting, bookkeeping, internal control and other fiscal operations.

2. Contractor agrees to employ, with the approval of the Superior Court of California, County of Sonoma, an independent Certified Public Accountant who in no way is affiliated with Contractor, or a county government unit which has expertise in auditing, and cause to be prepared by said accountant or unit, within sixty (60) days after the end of each fiscal year or at the end of the contract period, whichever is less, an audit report. Failure to submit an unqualified audit report which includes all of the above may be deemed by Superior Court of California, County of Sonoma to be a material breach of the Agreement.

The County Auditor shall review the results of any audit conducted by a private agent and shall add his/her recommendations, as he/she finds necessary for the protection of the Superior Court of California, County of Sonoma.

3. All records, which Contractor is required to maintain by or pursuant to this contract, shall be preserved for a period of three (3) years. If an audit has begun, but not completed at the end of the three-year period, the audit records shall be retained until the resolution of all pending audits.

Term of Agreement

The term of this agreement shall be from March 1, 2009 to June 30, 2010, unless terminated earlier in accordance with the provisions stated above. This agreement may be renewed upon consent of both parties. Termination: This agreement may be terminated by either party, in whole or in part, under the provisions stated above and upon a thirty (30) day written notice.