

ADMINISTRATIVE OFFICE OF THE COURTS

California Juvenile Dependency Case Law Summaries

RFP Number: CFCC-0707-RB

August 2, 2007

Questions and Answers

Question #1

Section 2.1.1 on page 4 of the RFP defines "juvenile dependency case law decisions" as those issued between the specified dates "arising from a dependency petition filed under Welfare and Institutions Code §300." Are you intending by this definition to include or exclude cases that may have had their origin in a dependency petition filed under section 300 but involve issues such as attorney compensation (see, e.g. Amarawansa v. Superior Court (1996) 49 Cal.App.4th 1251; the scope of the juvenile court's authority (see e.g. Alliance for Children's Rights v. LACDCFC (2002) 95 Cal.App.4th 1129); the confidentiality of juvenile court records (see e.g. In re Keisha T. (1995) 38 Cal.App.4th 220); civil liability issues (see e.g., James W. v. Superior Court (1998) 17 Cal.App.4th 246) and other similar issues that may be relevant to dependency lawyers but which did not arise directly out of a particular dependency petition?

Answer: It is AOC's intention to include cases such as these, as they are relevant to an individual attorney's representation of a client in a juvenile dependency case. Please note that the winning bidder will have the ability to further define these parameters and negotiate appropriate boundaries for cases which fall under this category.

Question #2

A number of the cases decided in 1988 and some of the cases decided 1989 and 1990 were decided under the former statutory scheme because they were filed in the juvenile court before the new statutory scheme was enacted. Do you wish to include those cases in this summary?

Answer: No, we are only seeking case summaries for those decisions which would provide guidance and direction to our attorney users.

Question #3

Section 3.1.1 on page five of the RFP specifies that the identification of the total number of cases to be summarized must include a "list of cases, including case name, court and date." Are you seeking the citation to the case? The citation includes the year in which the case was decided and a reference to where it may be found in the official reports. The official report citation distinguishes court of appeal cases from supreme court cases.

If you do not want the citation, then:

a) in asking for the date, do you want the date of the opinion or the date of publication? They are not always the same.

b) for those courts of appeal with more than one division (the 1st, 2nd, and 4th Districts), do you want to know which division of the court of appeal decided the case?

Answer: The citation to the case is sufficient. If a citation is not known or available, then the year of publication and a listing of which of the six courts of appeal the case originated from is also sufficient.

Question #4

Section 3.1.2 specifies Case Law Summaries for 1988-2000 as a deliverable but section 3.1.3 also includes summaries of 2000 cases as a deliverable. Were you intending to divide the 2000 cases in half (e.g. cases through 6/30/00 in the first set of summaries and cases from 7/1/00 through 12/21/00 in the second set) or should 3.1.3 read "2001-2007?"

Answer: Section 3.1.3 should read "2001-2007." Please see Addendum Number 1.

Question #5

Is it possible. to get an extension of one week?

Answer: The due date has been revised. Please see Addendum Number 1.

Question #6

RFP 1.2, paragraph 2: What is the URL for the "pre-existing interactive website" referred to in this paragraph? Who created or developed the pre-existing website?

Answer: The website is currently under development and will be launched to the public shortly. The AOC has created the website in conjunction with a

non-profit organization in Texas who developed a similar website for their dependency population.

Question #7

RFP 3.1.1: Does the vendor provide the Excel list of cases for this deliverable to the AOC, or does the AOC provide the list to the vendor? The description seems to require it as a deliverable by the vendor, but the language “to be provided to selected vendor by the AOC,” within 3.1.1 seems to require that the AOC will provide it to the vendor.

Answer: The vendor will provide the list. Please see Addendum Number 1.

Question #8

RFP 3.1.2 and 3.1.3 (Project Deliverables): Since the vendor provides the deliverable deadlines for these, may the vendor propose to switch the order in which they are delivered? For example, may delivery of 3.1.3 (case summaries dated 2000-2007) have an earlier deadline than 3.1.2 (dates 1988-2000)?

Answer: Yes. Also, please see Addendum Number 1; case summaries dated “2000 – 2007” has been changed to “2001 - 2007”

Question #9

RFP 4.2.1 (CD copy): What format should the “electronic version of the proposal” be in? Word? WordPerfect? PDF?

Answer: MS Word is preferred.

Question #10

RFP 4.7 (Proposed Project Timeline): Do the three deliverable dates need to be within this calendar year?

Answer: No. We may consider alternate proposed deliverable dates.

Question #11

RFP Attachment A – Contract Terms -- Exhibit B, #1.G. (definition of “Court” or “Contractor”): Must the contractor be a “Superior Court of the State of California”? The

term “contractor” appears many times throughout the RFP and attachments, but appears to refer to “vendor” rather than a “court” – please clarify.

Answer: No, the Contractor need not be a “Superior Court of the State of California”. Please see Addendum Number 1 for a revised definition of “Contractor”

Question #12

RFP Attachment A – Contract Terms – Exhibit B, #1.P. (definition of “Subcontractor”): What does the language “at every level and/or tier” refer to? Does this mean that all of the vendor’s suppliers become subject to this agreement, such as a supplier of their paper and other office supplies?

Answer: It means all subcontractors and subcontractors’ subcontractors contracted to provide work under this agreement. Office supplies are typically overhead.

Question #13

RFP Attachment A – Contract Terms – Exhibit B, #12.A. (“Assignments or Subcontracting”): Does the language “No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State” mean that a vendor may not subsequently subcontract by an informal partnership with another firm to complete the project? If so, what does the language regarding an “informal partnership” in the original solicitation email dated 7/24/07 refer to when it stated the AOC was “seeking proposals from ... an informal partnership”

Answer: You must submit the names and resumes of your subcontractors in your proposal so that we can determine if they are qualified to perform the work. If you are awarded a contract, the names of the subcontractors would be included in the contract, thereby satisfying the “express written” requirement. An informal partnership could include a single attorney as the prime contractor who would subcontract a part of the work to other attorneys. If awarded a contract, the contract would be between the AOC and the prime contractor only.

Question #14

RFP Attachment A – Contract Terms – Exhibit B, #12.A. (“Assignments or Subcontracting”): Does the language, “If the Contractor is authorized by the State to

subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment,” mean that a subcontract can be arranged later, so long as the AOC authorizes it first? , Under what circumstances will the AOC agree to the use of a subcontractor? , What considerations or factors will the AOC consider in making this decision? What other factors or criteria outside of the RFP document would be considered before the AOC approved the subcontractor?

Answer: If you/your firm is anticipating using subcontractors, those subcontractors must be named in your proposal so that your proposal can be evaluated as a whole on the combined qualifications of you/your firm and the named subcontractors. Sometimes, subcontractors are added after entering into a contract with a prime contractor, however, such occurrences are rare, and are considered the exception rather than the norm.

Question #15

RFP Attachment A – Contract Terms – Exhibit B, #12.B. (“Assignments or Subcontracting”): What does the language “purchase order, lease/rental agreements or any other Program related agreements” refer to? Does this mean that all of the vendor’s purchase orders or lease agreements may be subject to inspection under this Agreement, even if non-related to the completion of this Agreement?

Answer: It means those purchase orders, lease/rental agreements or any other Program related agreements that are related to an awarded agreement.

Question #16

RFP Attachment A – Contract Terms – Exhibit B, #18. (“Copyrights”): Does the vendor lose the ability to distribute the case summaries to others? Do we lose our copyright to the property or will it in essence be a shared right? We currently distribute our summaries both by monthly email and post them on our law firm web site. Will we be able to continue to distribute and display the summaries on our current web site since the language “nonexclusive” is used here?

Answers: Exhibit B, #18 is in reference to a license the AOC would hold which allows the AOC to use and authorize others to use the pre-existing copyrighted material. So - no, the vendor does not lose the ability to distribute the case summaries to others, assuming that the vendor is currently the copyright holder of the case summaries and the vendor also currently has the right to distribute them. However, the deliverables to the AOC in their final format and form cannot be redistributed without approval by the AOC.

Assuming you now have a copyright to the property, you would not lose that copyright.

Assuming you now have the right to distribute and display summaries on your website, you would not lose that right. However, the final deliverables to the AOC could not be distributed and displayed on your website.

Question #17

RFP Attachment A – Contract Terms – Exhibit B, #19. (“Ownership of Results”): Does the vendor lose all property rights in the case summaries to the state? In other words, do we lose our rights to the property, or will it be a shared property (creator and receiver)?

Answer: If the case summaries do not currently exist, once delivered to the AOC, the AOC would own the rights. Subsequent use by others would require a license from the AOC. Please see Addendum Number 1.