



REQUEST FOR PROPOSALS

ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

REGARDING:

***Temporary Staffing Services,
RFP Number HRS-03-13-SS***

PROPOSALS DUE:

April 22, 2013 NO LATER THAN 3 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 Judicial Council of California – Administrative Office of the Courts. The Judicial Council of California (“Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (“AOC”) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2 Objective.

1.2.1 The AOC seeks to identify and retain a primary, qualified temporary staffing agency to expeditiously supply the AOC and other JBEs (see section 1.2.4, below) with high-quality, cost-effective, professional and administrative temporary employees in all locations. This RFP is the means for prospective temporary staffing agencies to submit their qualifications to the AOC and request selection as a result of this RFP. Apple One Employment Services is the AOC’s current support provider for all locations.

1.2.2 The AOC anticipates awarding a temporary staffing agency a one-year term initially, with potentially up to three year terms in total. The years are based upon the State’s fiscal year (July through June) and option terms may be exercised at the AOC’s sole discretion. Cost/fee proposals are solicited covering pricing for all three potential fiscal years.

1.2.3 Over the last five years, the AOC has averaged expending between \$1,500,000 to \$2,600,000 per year for temporary staffing services. However, the AOC does not guarantee that an agency will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of orders any of the JBEs defined in section 1.2.4, below, may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

1.2.4 This RFP will cover temporary staffing service needs for the AOC headquartered in San Francisco, and its regional offices located in Burbank and Sacramento, California. However, occasional needs will

arise in various cities throughout California. Judicial Branch Entities (collectively, “JBEs”), such as any of the California Appellate Courts, which includes the Supreme Court of California, the Administrative Office of the Courts, the Habeas Corpus Resource Center (“HCRC”), and the Commission on Judicial Performance (“CJP”) may opt to participate in the AOC’s temporary staffing services master agreement as their needs for temporary employees arise. The Courts of Appeal are located in San Francisco, San Jose, Sacramento, Fresno, Los Angeles, Ventura, Riverside, Santa Ana, and San Diego.

- 1.3 Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see the California Courts Website located at www.courts.ca.gov/rfps.htm (“Courts Website”).
- 1.4 AOC’s Human Resources Services Office
 - 1.4.1 The Human Resources Services Office of the AOC provides the full range of human resources services to California judicial officers and to employees of the appellate courts, the AOC, the HCRC, and the CJP.
 - 1.4.2 The Human Resources Recruitment Team develops recruitment strategies, assembles qualified candidate pools, and provides human resources consultation and guidance on recruitment and selection. Upon request, the recruitment team will provide consultation, training, and advice to the Trial Courts regarding the recruitment selection process, cost-effective sourcing, best practices, third party management, and leveraging technology. The team will also provide, upon demand, assistance with temporary staffing needs, executive searches, background investigations, negotiated vendor rates on services, and reference checks. A well-planned and expertly managed recruiting process contributes to agency cost-savings, reduced turnover, improved employee morale, diversity and equality, and provides for a high-quality pool of talent to meet the agency’s needs.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The AOC seeks the services of a single person or entity with expertise in expeditiously sourcing, screening, and providing top quality candidates to fill agency temporary staffing needs for a diverse range of job classifications for all JBE locations.

- 2.1 The AOC anticipates that the service provider will provide temporary staffing services, as requested in accordance with eventual master agreement’s terms and conditions. Temporary staffing services to be performed will be determined and communicated via ordering documents (e.g., purchase orders authorizing and funding work orders), as they arise.

- 2.2 Services are expected to be performed by the temporary staffing agency starting the beginning of July 2013 for an initial one-year term; the AOC, at its sole discretion, may elect to extend the master agreement past the initial term for up to two consecutive one-year option terms.
- 2.3 The AOC makes no representations hereunder about the amount of work that may be given to a service provider pursuant to this RFP; however, the information provided below is illustrative only of the general work requirements which the temporary staffing agency will be asked to provide. For further description of the anticipated work requirements, refer to Exhibit E, Description of Services in Attachment 2.
 - 2.3.1 Pursuant to ordering documents issued under a master agreement, perform temporary staffing agency services.
 - 2.3.2 Staff temporary job openings, on request and within the requested time frame, with individuals who possess the required qualifications to perform the assignment to the fullest capacity.
 - 2.3.3 Proactively source, recruit and maintain network of quality candidates for JBE consideration.
 - 2.3.4 Provide regular daily follow-up with Order Project Manager on temporary positions that have not been filled, or require replacement temporary staff.
 - 2.3.5 If unable to provide qualified candidates through temporary staffing agency's database and network, partner with subcontracted temporary staffing agencies to provide qualified and/or specialized candidates on a timely basis.
 - 2.3.6 Provide and conduct background checks and thorough past employee references (using AOC provided template) for selected candidates within a reasonable time frame prior to start date of assignment.
 - 2.3.7 Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates.
 - 2.3.8 Provide detailed temporary staffing reports that include data such as: name of employee, unit and office and location in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, funding source, total regular hours worked, total overtime hours worked, and total amount invoiced, etc. in addition to ad hoc reports, as requested.
 - 2.3.9 Provide a consistent, accessible, single point of contact to support the

entire account, allowing the AOC to interview potential replacements in the event that a change of point of contact is required.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>March 15, 2013</i>
Deadline for questions to solicitations@jud.ca.gov	<i>March 29, 2013 at 3:00 p.m.</i>
Questions and answers posted	<i>April 10, 2013</i>
Latest date and time proposal may be submitted	<i>April 22, 2013 at 3:00 p.m.</i>
Evaluation of proposals (<i>estimate only</i>)	<i>Begins April 23, 2013</i>
Anticipated interview date(s) (<i>estimate only</i>)	<i>Week of May 6, if needed</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>May 15, 2013</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>May 16 – June 28, 2013</i>
Contract start date (<i>estimate only</i>)	<i>July 1, 2013</i>
Contract end date (<i>estimate only</i>)	<i>June 30, 2014</i>

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: Master Agreement Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign an AOC Standard Form agreement containing these terms and conditions (the “Master Agreement Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Master Agreement Terms and Conditions	On this form, the Proposer must indicate acceptance of the Master Agreement Terms and Conditions or identify exceptions to the Master Agreement Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: Payee Data Record Form	This form contains information the AOC requires in order to process payments.
Attachment 5: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Iran Contracting Act	Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Conflict of Interest Certification Form	Proposer must complete Conflict of Interest Certification and submit the completed certification with its proposal
Attachment 8: Pricing Form	On this form, the Proposer must provide hourly rates per classification, per term, mark-up percentages, and other pricing requirements

5.0 PRE-PROPOSAL CONFERENCE

The AOC will not hold a pre-proposal conference.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of Section 7 (“Proposal Contents”). 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 its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and five (5) copies** of the technical 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.
 - b. The Proposer must submit **one (1) original and five (5) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the AOC in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Proposer must submit an electronic version of the entire proposal on either CD-ROM or flash card. The files contained on the CD-ROM or flash card shall be in PDF, Word, or Excel formats.
- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Administrative Office of the Courts
Attn: Nadine McFadden, **RFP #HRS-03-13-SS**
455 Golden Gate Avenue
San Francisco, CA 94102-3688
- 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 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- 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: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. Key staff resume(s) will be incorporated into the master agreement, if awarded.
- d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The AOC may check references listed by Proposer.
- e. Proposed method to complete the work.
 - i. Describe the methodology used to fill an ordering document for a temporary employee. Detail how and where your agency would typically source and advertise based on the list of job classifications provided.
 - ii. Describe what sets your your agency apart from other staffing agencies, and why and how you are qualified to handle the AOC and other JBEs as clients.
 - iii. Describe your current turnover rate for your agencies recruiters and account representatives.
 - iv. Provide a detailed description of your agency's testing, screening and interview processes. Using the descriptions provided for the AOC's job classifications, describe the criteria of how your agency determines if a candidate meets the qualifications of the position.
 - v. Discuss your agency's ability and success rate at placing long-term temporary assignments. Describe any metrics your agency

has in place to track time to fill, and quality of hire.

- vi. Discuss the process or policy regarding replacing a temporary employee (e.g., temporary employee exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relations issues).
- vii. Describe the types of positions most commonly filled, and the types of positions you have the means to fill. Exhibit F, Classifications, in Attachment 2, sets forth the descriptions of the AOC’s frequently requested temporary positions. Describe your agency’s successes and obstacles in filling similar orders.
- viii. Discuss your policy and procedures of overtime pay, holiday pay, emergency pay, and working on holidays for temporary employees.
- ix. The AOC and other JBEs are California State entities and are unable to pay standard conversion or buyout fees for non-executive positions. Provide the conversion period duration from the assignment of a temporary employee, after which the State entity would be able to hire the assigned temporary employee.
- x. Provide verification of the following minimum insurance coverage, which would also cover assigned temporary personnel:

<i>Insurance</i>	<i>Minimum Coverage</i>
Workers’ Compensation	Statutory
Employers’ Liability	\$1,000,000 per occurrence
Comprehensive General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 per accident

- xi. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, etc.) for which your agency regularly pays its temporary employee for work performed.
- xii. Describe the type (e.g., online or manual timecards) and general process of timecard reporting and obtaining manager or delegate approval for regular and overtime hours worked by temporary employees.
- xiii. Identify the processes or procedures available for weekly, bi-monthly or monthly invoicing, including summaries or reports available for each pay cycle.

- xiv. Identify the procedures and policies in regards to temporary employees working from home (if applicable).
- xv. The AOC is headquartered in San Francisco and has additional offices in Burbank and Sacramento. Additionally, there are courthouses, some remotely located, throughout the State of California where the AOC, or other judicial branch entities, will have occasional needs for temporary staff. Provide a description of 1) your agency's ability, if any, to allow other California judicial branch entities, such as the Courts of Appeal, HCRC or CJP, an option to buy in to the AOC's master agreement, 2) your agency's ability to provide staffing services to all AOC and JBE locations, and 3) how our account would be managed under the single point of contact requirement.
- xvi. Indicate whether you will be able to provide the AOC and JBEs with customized billing to accommodate the following: invoice broken out by JBE and to include temporary employee's reporting manager, work order and funding code, one invoice per temporary employee, and provision of four copies of each invoice.
- xvii. Describe how often your agency reconciles account payables/receivables and billing errors made to or by a JBE (if any). Include the procedure by which the JBE will be notified including timing of notifications, penalties imposed and reimbursement processes.
- xviii. Provide a list of reports that your agency has the ability to readily produce for the AOC. Describe the process required and standard timeframe needed for any ad hoc reporting requested by the AOC. Note: The AOC's fiscal year is July 1 to June 30.
- xix. Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to the AOC or other JBEs.
- xx. Travel may be necessary for some temporary employees. Provide your policy, procedures and billing charges for travel and travel reimbursements (if applicable).

- xxi. Discuss the average response time on completing ordering documents by successfully placing temporary employees. Also provide hours of business, and work hours of key staff.
 - xxii. Indicate what technology you have in place and/or have available for implementation to reduce paperwork and expedite response times. Include all software and hardware requirements expected of the client.
 - xxiii. Describe previous use of subcontractors to fill niche or “hard-to-fill” positions, and include time requirements expected before use of subcontractors can be demanded by the AOC or other JBEs.
 - xxiv. Describe your agency’s affiliation, partnership or direct access to other staffing agencies specialty or niche talent pool (e.g., construction, real estate, legal professionals, engineering, etc.)
 - xxv. Describe how your agency would brand or represent the AOC or JBEs. Provide a sample advertisement for one of the job classifications listed in Exhibit F, Classifications, of Attachment 2.
- f. Acceptance of the Master Agreement Terms and Conditions.
- i. On Attachment 3, the Proposer must either indicate acceptance of the Master Agreement Terms and Conditions or clearly identify exceptions to the Master Agreement Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change.
 - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Master Agreement 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:

Using Attachment 7, Proposer certifies it 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. Using Attachment 6, Proposer must complete the Iran Contracting Act Certification, and submit the completed certification with its proposal.
- iii. Proposer must complete the Darfur Contracting Act Certification attached as Attachment 5 and submit the completed certification with its proposal.
- iv. Proposer must include in its proposal a completed and signed Payee Data Record Form (see Attachment 4), or provide a copy of a form previously submitted to the AOC.
- v. If Proposer is a corporation and the contract will be performed within California, proof that Proposer is in good standing and qualified to conduct business in California. AOC may verify by checking with California's Office of the Secretary of State.
- vi. Copies of current business licenses, professional certifications, or other credentials.
- vii. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Proposal. The following information must be included in the cost proposal.

7.2.1 As a separate document using Attachment 8, Pricing Form, provide the temporary staffing agency's proposed hourly rates, mark-ups and other pricing and fee requirements.

7.2.2 In accordance with the position descriptions set forth in Attachment 2, Exhibit F, Classifications, provide pricing for the following:

7.2.2.1 For each of the job classifications listed and for each of the three possible terms considered for this effort, provide the following: actual temporary employee take-home pay rate (rate reflected on temporary employee's paycheck) and bill rate ranges, proposed by the agency, or for the proposed subcontractors, proposed subcontractor billing rate ranges, as applicable.

7.2.2.2 The eventual billing rates will be calculated by multiplying the applicable temporary employee take-home pay rate or subcontractor billing rate, as proposed in response to paragraph 7.2.2.1 by the appropriate mark-up, which is to be retained by the agency from the State's payment for the agency's services

rendered. For each of the three possible terms considered for this effort, provide the following mark-up rates:

- 7.2.2.2.1 Contractor mark-up, which is the agency's mark-up on its temporary employee take-home pay rates; in this case, the temporary employee take-home pay rate plus this mark-up equals the billing rate which will be in an ordering document.
- 7.2.2.2.2 JBE referral discounted mark-up, which is the agency's discounted mark-up on its temporary employee take-home pay rates for temporary employees referred to the agency by the participating JBE; in this case, the temporary employee's pay or salary rate plus this mark-up equals the billing rate which will be in an ordering document.
- 7.2.2.2.3 Subcontractor mark-up, which is the agency's mark-up for subcontracted temporary staff; in this case, the subcontractor's billing rate plus this mark-up equals the billing rate which will be in an ordering document.

7.2.3 **Rates proposed must be inclusive of all burdened elements of cost, including but not limited to current local, city, or state ordinances, administrative costs, overhead expenditures, etc., or other elements of cost that may arise over the eventual master agreement's term.** The successful Proposer will be required to fully comply with, and be bound by the provisions of the San Francisco Health Care Security Ordinance (HCSO), as set forth in San Francisco Administrative Code Chapter 14, and the San Francisco Paid Sick Leave Ordinance, as set forth in San Francisco Administrative Code Chapter 12W. Subcontractors of the temporary agency should consult the San Francisco Administrative Code to determine their compliance obligations under these chapters.

7.2.4 In addition, for the following, provide either pricing and/or method for calculation of pricing or explanation describing why no pricing is proposed:

7.2.4.1 Overtime rates; if applicable.

7.2.4.2 Any applicable volume discount and associated periods.

7.3 It is expected that all temporary staffing agencies responding to this RFP will offer the firm's government or comparable favorable rates. Proposals should not include proposed costs for either background checks or travel related expenses as

background checks will be reimbursed at actual cost and travel expenses, if any, will be reimbursed at actual cost in accordance with California State guidelines, as established by the California Victim Compensation and Government Claims Board, as set forth in Attachment 2, Master Agreement Terms and Conditions.

7.4 The cost/fees proposed must be inclusive of personnel, materials, computer support, and overhead rates. The method of payment to the temporary staffing agency is anticipated to be by cost reimbursement.

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.

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 ninety (90) day period, the AOC 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 AOC will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of proposal submitted</i>	20
<i>Credentials of staff to be assigned to the account</i>	20
<i>Experience with public sector temporary staff placement</i>	10
<i>Reasonableness of cost/fee proposal</i>	30
<i>Ability to meet timing requirements</i>	10
<i>Acceptance of the AOC's Master Agreement Terms and Conditions</i>	10

10.0 INTERVIEWS

The AOC 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 AOC's offices in San Francisco. The AOC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The AOC will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the AOC 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 AOC'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 AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation seeking confidential treatment.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The AOC has waived the inclusion of DVBE participation in this solicitation.

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 AOC to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

AOC – Business Services
ATTN: Protest Hearing Officer, RFP # **HRS-03-13-SS**
455 Golden Gate Avenue, Sixth Floor
San Francisco, CA 94102