

1.0 GENERAL INFORMATION

1.1 Agency Background

The Judicial Council, chaired by the Chief Justice, is the chief policymaking 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 must adopt rules for court administration, practice, and procedure, not inconsistent with statute, and perform other functions prescribed by law. The Administrative Office of the Courts is the staff agency for the council and assists both the council and its Chair in performing their duties.

1.2 Human Resources Division

The Human Resources Division provides the full range of human resources services to California judicial officers and to employees of the appellate courts, the Administrative Office of the Courts (AOC), the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP).

In addition, the division is becoming increasingly involved in providing direct and indirect support to the trial courts as they undertake the implementation of new and effective personnel systems in the transition to their new role as employer.

2.0 PURPOSE OF THIS RFP

The Judicial Council seeks the services of temporary employment agencies with expertise in providing fast, quality temporary staffing by matching our requested skillset for all levels of personnel within the Administrative Office of the Courts.

Currently, the AOC requests agency temporary employees primarily in the administrative/office support area, but occasionally there is a need for temporary employees in professional classifications, e.g., attorneys, HR professionals. The AOC spends approximately \$1,100,000 per year on temporary employee expenses (this dollar amount is based on historical data and is not intended to be a projection of anticipated business). Through this process, we expect to establish a trusting relationship with one or more temporary agencies that can provide us with quality temporary employees at low, standard billing rates and without buyout agreements. Please note, the AOC will not be requiring existing temporary employees to switch firms.

3.0 PROPOSED AGENCY SERVICES

- 3.1. Perform temporary agency services for one year from date of award; parties can agree to extend on a year-by-year basis, to a maximum of 3 years total. Extension of the contract(s) is at the sole discretion of the AOC.
- 3.2. Staff temporary job openings, on request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
- 3.3. Provide regular follow-up on temporary positions that have not been filled.
- 3.4. Upon filling an order, provide the billing rate for each temporary employee; if a set mark-up is established, then the bill rate AND pay rate of the temporary employee must be provided.
- 3.5. Provide a detailed monthly temporary staffing report, which will include: name of employee, unit in which temporary employee worked, start and end dates (or anticipated end date), and bill rate.
- 3.6. Provide a single point of contact to support the AOC account.

4.0 SPECIFICS OF RESPONSE

- 4.1. Include name of company, address, telephone number(s), email address, and fax numbers.
- 4.2. Provide five copies of the proposal signed by an authorized representative of your company, including name, title, address, and telephone number of a person who is the responder's representative.
- 4.3. Describe the business practices your organization follows to establish and maintain a continuing successful working relationship.
- 4.4. Include a list of references with contact and phone number information and a list of professional alliances if applicable.
- 4.5. Describe the number of employees in your temporary agency division, include their individual bio's and their methodology used to fill an order.
- 4.6. Describe your recruiting, screening, testing, and interview procedures.

4.7. Describe your average response time on filling orders. Provide your hours of business.

4.8. Describe your ability and success rate at placing long-term temporary assignments.

4.9. Describe your organizations' business processes used to retain your pool of temporary employees.

4.10. The AOC has additional offices in Burbank and Sacramento. Please describe your agency's ability, if any, to provide staffing services in these locations.

4.11. Provide your process or policy regarding replacing a temporary employee (e.g., temporary employee calls in sick, doesn't show up, has personality conflicts, is lacking necessary skills, etc.).

4.12. Describe the types of positions you most commonly fill, and the types of positions you have the means to fill, **include billing rate/ranges and mark-up rate/ranges**. Attached are descriptions of our most frequently requested temporary positions - how successful do you think you would be in filling these orders (*see Attachment C*)? **Also provide the billing rate/range for each of these positions.**

4.13. As previously stated in section 3.1, the awarded contract is for one year with the possibility to extend on a year by year basis, to a maximum of three years total. Based on your response to section 4.12, provide the billing information for subsequent year escalations with the specific indices; e.g., Consumer Price Index, Employment Cost Index, etc.

4.14. Indicate whether you will be able to provide the AOC with customized billing to accommodate the following: invoice to include temporary employee's reporting manager, one invoice per temporary employee, and provision of two copies of invoice mailed directly to the Human Resources contact person.

4.15. Provide written documentation that shows that all temporary employees provided through your agency will be considered your agency's employees, and that your agency will be responsible for maintaining, at all times, suitable workers' compensation, occupational disease insurance, and all payroll taxes covering each person whose services you provide to the AOC.

4.16. The AOC is a state agency and is unable to pay standard buyout fees for non-executive positions. Provide an alternative proposal for temporary-to-hire conversions (“buyout option”); e.g., dollar threshold or minimum hours to fulfill.

4.17. Travel may be necessary for some temporary employees (the AOC has limitations as to reimbursement for meals, lodging and mileage expenses). Provide your policy, billing charges, and benefit coverage for temporary employees who are required to travel. State whether employees are covered by agency’s automobile insurance coverage.

4.18. Provide your policy of overtime pay, vacation, and holidays for temporary employees.

4.19. Provide what, if any, health benefits are provided to your temporary employees. List any additional benefits provided

4.20. Responses should provide straightforward, concise information that will satisfy the requirements of the solicitation document. Emphasis should be placed on conformity to the AOC’s instructions, responsiveness to solicitation document requirements, and completeness and clarity of content.

5.0 RIGHTS

The AOC reserves the right to reject any and all proposals, as well as the right to issue similar RFPs in the future. The AOC also reserves the right to award multiple contracts. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and become a public record.

Oral responses will not be accepted. Fax responses will be accepted, as long as they fully are received by **5 pm. on Tuesday, March 19, 2002** and are followed by the four identical copies that are sent by registered or certified mail with a postmark of no later than **March 19, 2002**.

6.0 PROJECT MANAGEMENT

The Project Director will be:

Edward Less
Judicial Council of California
Administrative Office of the Courts

455 Golden Gate Avenue
San Francisco, CA 94102-3660
415/865-4289

7.0 EVALUATION OF PROPOSAL

The proposal shall be evaluated by the Administrative Office of the Courts using the following criteria:

- A. Quality of response submitted (all questions addressed)
- B. Experience with similar assignments
- C. Experience of agency staff
- D. Ability to meet timing requirements to fulfill an order
- E. Reasonableness of cost projections
- F. Ability to offer qualified temporary employees in a timely manner

8.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

8.1 Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) no additional work authorized without prior approval; (2) no payment without prior approval; (3) funding availability subject to Legislature; (4) termination of contract under certain conditions; (5) indemnification of the State; (6) approval by the State of any subcontractors; (7) national labor relations board, drug-free workplace, nondiscrimination, and ADA requirements; and (8) minimum appropriate insurance requirements.

8.2 Failure to execute the Agreement within a reasonable time shall be sufficient cause for voiding the contract award. Failure to comply with other requirements shall constitute failure to execute the Agreement. If a successful proposer fails to execute the Agreement, the State may award the contract to the next qualified proposer. Agreements are not effective until approved by the appropriate State officials. Any work performed prior to receipt of a fully executed Agreement shall be at the proposer's risk.

8.3 Incorporated in this RFP, and attached as Attachment A, is a document entitled "Administrative Rules Governing Requests for Proposals. Consultants shall follow these rules in preparation of their proposals.

8.4 The State will not be bound by contract language received as part of a prospective contractor's response. If the contractor requires that the State be bound by some or all of the contractor's proposed language, the contractor's proposal may be considered non-responsive and may be rejected.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State requires contract participation goals of three percent (3%) for disabled veteran business enterprises (DBVEs). Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your firm to comply, please use the DVBE participation form attached as Attachment B to explain why, and demonstrate written evidence of a “good faith effort” to achieve participation. Your firm must complete the attached DVBE participation requirement form even if it is only to explain why your firm cannot achieve the participation goal. Completing the attached form to the extent feasible is mandatory to be responsive to this solicitation’s requirements. If your firm has any questions regarding the form, you should contact the Contracting Officer, Stephen Saddler, at 415-865-7989. For further information regarding DVBE resources, please contact the Office of Small Business Certification and Resources, Program Manager Tom Lee, at 916-323-5478.

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 days following the deadline for its submission.
2. A nondiscrimination clause will be included in any contract that ensues from this solicitation document.
3. In addition to explaining the State's requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the State with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the State may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the State of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the

vendor must submit a statement explaining why the question is sensitive. If the State concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to **Edward Less** at the Administrative Office of the Courts by **5 p.m. on March 11, 2002.**

D. Addenda

1. The State may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify **Edward Less** at the Administrative Office of the Courts no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the State in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the Administrative Office of the Courts no later than **5 p.m. on March 19, 2002.** Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after **5 p.m. on March 19, 2002.**

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.

2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the State's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. During the evaluation process, the State may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

1. The State may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The State's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

H. Award of contract

1. Award of one or more contracts, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the State.
2. The State reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and items proposed, and cost.

I. Decision

1. Questions regarding the State's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to:

**Edward Less
Judicial Council of California
Administrative Office of the Courts**

**455 Golden Gate Avenue
San Francisco, CA 94102-3660**

J. Execution of contracts

1. The State will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements.
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. The Administrative Office of the Courts intends to be completely open and fair to all vendors in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
 - a. the vendor has submitted a proposal which it believes to be responsive to the solicitation document;
 - b. the vendor believes that its proposal meets the state's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State; and
 - c. the vendor believes that the State has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact the Contract Officer at the Administrative Office of the Courts at the address given below or call him at 415-865-7989.

Stephen Saddler
Contracts Officer
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

4. If the Contract Officer is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Director of the Administrative Office of the Courts.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the State's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a vendor that was clearly marked as such will be returned upon request.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the State and the selected vendor. The State may withhold ten percent of each invoice until receipt of the final product. The amount of the withhold, if any, may depend upon the length of the project and the payment schedule provide in the agreement between the State and the selected vendor.

Attachment B
DVBE COMPLIANCE DOCUMENTATION AND CERTIFICATION OF PRIME
BIDDER

TITLE: _____

The goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project:

Yes _____ No _____

Please complete Part A and Part B on the following pages. "Contractors Tier" is referred to several times below; use the following definitions for tier:

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

SUBCONTRACTORS/SUBCONTRACTOR/VENDORS/SUPPLIERS

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

Attachment B
DVBE COMPLIANCE DOCUMENTATION AND CERTIFICATION OF PRIME
BIDDER

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM
FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS CONTRACT.

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

To establish that a Good Faith Effort has been made, the following statement must be true.

1. Contractor was made with the Contract Officer, Administrative Office of the Courts to identify potential Disabled Veteran Business Enterprises as Subcontractors or suppliers, or both.

Date Contracted: _____ Person Contracted: _____

List the names of DVBE's identified from contact made with Contract Officer,
Administrative Office of the Courts.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM
FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS CONTRACT.

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- List contacts made with personnel from other state and federal agencies, and with personnel from Disabled Veterans Business Enterprises to identify Disabled Veterans Business Enterprises.

<u>Source</u>	<u>Person Contracted</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List the Names of DVBEs identified from contact made with other state, federal, and local agencies.

- Advertising was published in trade papers and papers focusing on Disabled Veterans Business Enterprises. (Attach proof of publication.)

<u>Publication</u>	<u>Date(s) Advertised</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment B

DVBE COMPLIANCE DOCUMENTATION AND CERTIFICATION OF PRIME BIDDER

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS CONTRACT.

- 4. Invitation to bid were submitted to potential Disabled Veterans Business Enterprise Contractors (list the company name, person contacted, and date) to be subcontractors or solicitation (i.e., letters, return receipt, metered envelopes, responses, etc.). Solicitation must be job specific to plan and/or contract.

<u>Company</u>	<u>Contact</u>	<u>Date Sent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 5. List the available Disabled Veterans Business Enterprises which were considered as subcontractors or suppliers or both. (Complete each subject line.)

COMPANY: _____

CONTACT: _____ PHONE #: _____

NATURE OF WORK: _____

RESULT: _____

REASON WHY REJECTED: _____

COMPANY: _____

CONTACT: _____ PHONE #: _____

NATURE OF WORK: _____

RESULT: _____

REASON WHY REJECTED: _____

Attachment B
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6. CERTIFICATION (to be completed by Bidder)

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in Section 1896.61 of Title 2, and Section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of Section 10115 et seq. Of the Government Code which establishes the following penalties certification for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than 30 days nor more than one year.

Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three years.

IT IS MANDATORY THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

Firm Name of Bidder

Address of Bidder

Telephone Number of Bidder

FAX

Signature of Chief Executive Officer of Bidder

Date

Name (printed) of Chief Executive Officer of Bidder

Title of Above-Named Person

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM
FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS CONTRACT.

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BIDDER

CONTRACT AMOUNT CERTIFICATION

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$_____.
I understand that the "Contract Amount" is the total dollar figure to which the DVBE participation requirements will be evaluated against.

Company Name

Bidder's Signature