



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

STEPHEN NASH
Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts (“AOC”), Finance Division

DATE: August 24, 2009

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS: Employee Assistance Program for the State of California’s Judicial Branch

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):

Project Title: **Employee Assistance Program**
RFP Number: **HR-2009-01-CT**

SUBMISSION OF QUESTIONS DUE DATE **3:00 p.m. on August 31, 2009**

QUESTIONS SUBMITTED TO: All questions or requests for clarification are to be submitted to the following email address: solicitations@jud.ca.gov

PROPOSAL DUE DATE AND TIME: Proposals must be received by **3:00 p.m. on September 30, 2009**

SUBMISSION OF PROPOSAL: Proposals must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP# HR-2009-01-CT
455 Golden Gate Avenue
San Francisco, CA 94102-3688

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, 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 Human Resources

1.2.1 The Human Resources Division administers Employee Assistance Program benefits to a population of approximately 4,400 Administrative Office of the Courts (AOC) administrative, professional and support employees, justices, judges, subordinate judicial officers and their dependents.

1.2.2 The Administrative Office of the Courts includes employees of the Administrative Office of the Courts, Supreme Court of California, California Judicial Center Library, Courts of Appeal, Commission on Judicial Performance, Habeas Corpus Resource Center, Retired Judges in the Assigned Judges Program, Justices, Trial Court Judges, and Subordinate Judicial Officers.

2.0 PURPOSE OF THIS RFP

2.1 The goal of this RFP is to identify and retain a qualified service provider to deliver employee assistance benefits to the judicial employees, judicial officers, and their dependents for the population referenced above in Section 1.2, above throughout the State of California. Respondents to this RFP should submit a core plan design that meets the minimum scope of service as identified in Section 5.0. In addition, respondents should have the ability to provide optional services outside of the core plan design. Respondents of this proposal should clearly identify areas (counties) within California where providers are limited or non-existent. This RFP is the means for prospective service providers to submit their qualifications to the AOC and request selection as a service provider.

2.2 Timeframe for Services / Term of Awarded Agreement:

- 2.2.1 The AOC anticipates the initial term of the awarded agreement shall be for two (2) years beginning January 1, 2010 and ending December 31, 2010 (“**Initial Term**”), with the AOC holding options to extend the agreement for up to four consecutive additional one-year terms defined as follows:
- 2.2.1.1 January 1, 2011 to December 31, 2011 – “**First Option Term**”
 - 2.2.1.2 January 1, 2012 to December 31, 2012 – “**Second Option Term**”
 - 2.2.1.3 January 1, 2013 to December 31, 2013 – “**Third Option Term**”
 - 2.2.1.4 January 1, 2014 to December 31, 2014 – “**Fourth Option Term**”
- 2.2.2 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the AOC. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.
- 2.2.3 Implementation services and transition from the current provider is expected to occur the first month of the initial term. The current service provider will assist in the implementation period, as appropriate.

3.0 PROCUREMENT SCHEDULE

3.1 The following key events and key dates shall apply to this RFP:

<i>Key Event No.</i>	<i>Event Description</i>	<i>Key Dates</i>
1	Issue RFP	August 24, 2009
2	Deadline for Proposer to Submit Requests for Clarifications or Modifications of Solicitation	3:00 PM (Pacific Time) August 31, 2009
3	AOC Posts Clarification / Modification Response on the AOC’s Courtinfo website	September 4, 2009 (estimated)
4	Proposal Due Date and Time	3:00 PM (Pacific Time) September 30, 2009
5	Evaluation of Proposals	September 30 – October 16, 2009 (estimated)
6	Notice of Intent to Award Contract to the selected service provider	October 20, 2009 (estimated)
7	Negotiations and Finalization of Contract	October 22 – November 10, 2009 (estimated)
8	Execution of Contract	November 13, 2009 (estimated)
9	Notice of Contract Award	November 17, 2009 (estimated)
10	Commencement of Contracted Services	January 1, 2010

- 3.2 The RFP, including all attachments, and any addenda that may subsequently be issued, will be available on the following AOC Courtinfo website:

<http://www.courtinfo.ca.gov/reference/rfp/>

- 3.3 All key events and dates are subject to change at the AOC's sole discretion.

- 3.3.1 Changes to dates listed for key event nos. 2 and 4 (Deadline for Proposer Requests for Clarifications or Modifications, or Proposal Due Date and Time) set forth in Section 3.1, above, will only be made by posting a formal addendum on the AOC's www.courtinfo.jud.ca.gov website.
- 3.3.2 The dates listed for key event 3, and 5-10 are estimated dates only and subject to change at the sole option of the AOC. The AOC will not issue a formal addendum for changes to any of these estimated dates unless the AOC anticipates any such change or changes will impact the irrevocable offer period set forth in this RFP.
- 3.3.3 It shall be the sole responsibility of prospective proposers to monitor the AOC's Courtinfo website to ascertain whether the AOC has issued an Addendum or changed any key events or their estimated dates.
- 3.3.4 Upon selection of the preferred vendor, the AOC will post the "Notice of Intent to Award Contract" on the AOC's Courtinfo website only after all proposers submitting proposals have been notified of their selection/non-selection as the preferred provider of the services set forth in the RFP.
- 3.3.5 The AOC will post the "Notice of Award Contract" on the AOC's Courtinfo website after the finalized contract has been fully executed.

- 3.4 Request for Clarifications or Modifications

- 3.4.1 Vendors interested in responding to the solicitation may submit questions by e-mail only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document to the Solicitations mailbox referenced below. If the vendor is requesting a change, the request must state the recommended change and the vendor's reasons for proposing the change.

Solicitations mailbox: solicitations@jud.ca.gov

- 3.4.2 All questions and requests must be submitted by e-mail to the Solicitations mailbox and received no later than the date and time specified in Section 3.1, above. Questions or requests submitted after the due date will not be answered.

- 3.4.3 All e-mail submissions sent to the Solicitations mailbox MUST contain the RFP number and other appropriate identifying information in the e-mail subject line. In the body of the e-mail message, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the e-mail subject line may result in the AOC's taking no action on a vendor's e-mail submission.
- 3.4.4 Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of both the questions and the AOC's responses on the California Courts Web site. The AOC reserves the right to edit questions for clarity and relevance.

3.5 The AOC will not respond to requests for status regarding this RFP.

4.0 RFP ATTACHMENTS

Included as part of this RFP are the following:

4.1 Appendices:

- 4.1.1 Appendix A, List of Covered Subscribers. Appendix A provides a demographic breakdown and distribution of approximately 4,400 Administrative Office of the Courts (AOC) administrative, professional and support employees, justices, judges, subordinate judicial officers, and their dependents that will be provided benefits under the Employee Assistance Program.

4.2 Attachments:

- 4.2.1 Attachment A, Administrative Rules Governing Request for Proposals. Proposers shall follow the rules set forth in Attachment A, in preparation of their proposals.
- 4.2.2 Attachment B, Minimum Contract Terms. The contract(s) with the awarded vendor(s) will be signed by the parties on a Judicial Council of California, Administrative Office of the Courts Standard Agreement form and will include terms appropriate for this project. Minimum terms and conditions typical for the requested services are attached as Attachment B to this RFP.
- 4.2.3 Attachment C, Vendor's Acceptance of the RFP's Minimum Contract Terms or Exceptions to Minimum Contract Terms. Proposers must either indicate acceptance of Minimum Contract Terms as set forth in Attachment B, or clearly identify exceptions to these Minimum Contract Terms. If exceptions

are proposed, then proposer must also submit (i) a red-lined version of Attachment B that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed.

- 4.2.4 Attachment D, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record Form. A copy of the Payee Data Record Form is included as Attachment D.
- 4.2.5 Attachment E, DVBE Participation Form. Proposers must demonstrate either (i) DVBE compliance with minimum participation goals, or (ii) written evidence of a "good faith effort" explaining why compliance with DVBE goals cannot be achieved. The DVBE Participation Form is included as Attachment E.
- 4.2.6 Attachment F, Cost Proposal Form. Proposers shall use Attachment F, Cost Proposal Form, to propose rates and fees for the services set forth in this RFP.
- 4.2.7 Attachment G, Reference Form. Proposers shall use Attachment G, Reference Form, to provide a list of at least five references for whom the proposer has provided similar services in size and scope during the last three years.

5.0 SCOPE OF SERVICES

- 5.1 The Employee Assistance provider will be asked to provide the following services to the covered employees who are located throughout the 58 counties of the State of California:
 - 5.1.1 Provide counseling services such as financial services, legal services in face-to face and/or telephone to employees and their dependents including domestic partners and their dependents up to six (6) counseling sessions per member per problem with no additional cost.
 - 5.1.2 Provide resources and referral services to employees and their dependents on child care, elder care, parenting issues, before and after school care, and pet care.
 - 5.1.3 Provide on-site or web-based training to supervisors and managers on employment related issues.

- 5.1.3.1 Provide customized training on a variety of subjects including, but not limited to, financial, emotional and wellness topics.
- 5.1.4 Provide on-site forums for employees on topics of general interest.
- 5.1.5 Provide a program that will assist employees with work performance issues if the employees refer themselves to the program or if the employees call for a referral based on an agreement made between their manager and themselves.
- 5.1.6 Provide quarterly reports minimally containing utilization of services, average wait time, time from call to initial service provided and customer satisfaction.
- 5.1.7 Provide wellness services to employees and their dependents to help improve their lifestyle on-site, clinical visit, or by telephone assessment.
- 5.1.8 Be able to conduct critical incident stress debriefings for traumatic events, including death of an employee, workplace accidents, natural disasters and violence in the workplace within 24 hours of urgent requests or within seven days for non-urgent requests.
- 5.1.9 Conduct orientation sessions to introduce the benefits of the programs to managers, supervisors, and employees as requested on site. The site could be anywhere in any of the groups that participate in the program as referenced in Section 1.2.
- 5.1.10 Provide samples of educational and promotional material to members regarding the program and the service it provides.
- 5.1.11 Provide a transition plan for services that are in progress at the time of change-over from the existing employee assistance provider to the new service provider.
- 5.1.12 Identify in detail a list of optional services and outreach available to employees considered outside the scope of the core plan design.
- 5.1.13 Provide a list of EAP mental health professionals on staff who have experience working with and handling the issues of law enforcement/professional employees and public officials.
- 5.1.14 Provide services to employees and guidance and feedback to supervisors when employees are mandated to participate in the Employee Assistance Program.

6.0 EVALUATION OF PROPOSALS

- 6.1 The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of any individual members of the Evaluation Committee will not be made available to any vendor.
- 6.2 Evaluation Criteria. A total of 100 possible points has been assigned to the criteria described below; maximum possible points follow each criterion listed. The points indicate relative weight or importance given to each criterion. The Evaluation Committee will score each proposal, based upon the criteria and total possible number of points.
- 6.2.1 Experience in handling multiple locations in California, including availability of staff and referral network in the counties that participate in the Employee Assistance Program. **(30 points)**
- 6.2.2 Number and types of services that the program can offer. **(25 points)**
- 6.2.3 Competitiveness of cost. **(20 points)**
- 6.2.4 Comprehensiveness of the work submitted. **(10 points)**
- 6.2.5 References. **(10 points)**
- 6.2.6 Ability to address issues of law enforcement/professional employees and elected officers; and support the needs of a client the size and complexity of the judicial branch. **(5 points)**

7.0 SPECIFICS OF A RESPONSIVE PROPOSAL

- 7.1 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis shall be placed on conformity to the State’s instructions, requirements of this RFP, and completeness and clarity of content.
- 7.2 A vendor’s proposal in response to this RFP **must** contain all the elements set forth in this Section, and **must** conform to the requirements of Section 8.0, Submission of Proposals, to be considered complete. Please title each section of the response with the corresponding section number below, and assemble materials and draft all responses in this same order. A vendor’s failure to include any required information or element of a vendor’s proposal, as set forth in this RFP, may result in the vendor’s

proposal being deemed non-responsive to the requirements of this RFP, and may result in the vendor's proposal being rejected without further evaluation.

7.3 The following information shall be included in the vendor's proposal:

7.3.1 Cover Letter: A letter of transmittal shall be included, with an original signature of an officer, partner, or agent who is authorized to bind the proposal on behalf of the vendor, and a complete list of proposed sub-consultants, if any, with their address, contact person and telephone and fax numbers. The letter must include:

7.3.1.1 A point of contact for the proposer, including that individual's phone number, fax number, and email address;

7.3.1.2 Proposer's federal tax identification number;

7.3.1.3 The state in which the proposer was incorporated, if applicable;

7.3.1.4 Number of years in business, and for the previous three (3) years identify all mergers, acquisitions, and initial public offerings;

7.3.1.5 Provide a statement of any bankruptcies filed by the proposer and any law suits filed against the proposer for malfeasance and a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status (provide a description of the outcome of any such legal action where there was a finding against the respondent or a settlement); and,

7.3.1.6 Number of years in providing similar services.

7.3.2 Table of Contents: A table of contents shall be included in the proposal. It must identify the contents of the proposal in a format consistent with the proposal requirements as outlined, below.

7.3.3 Proposal Contents:

7.3.3.1 Describe the services provided to employees and their dependants.

7.3.3.2 Describe any additional services offered such as run-off services; seminars and related services; critical incident debriefing; grief counseling; conflict resolution; etc. Address whether such services are included in the basic fee or, if additional, how fees are calculated.

7.3.3.3 Provide the number of counselors who are professionally licensed as marriage and family therapist (MFT), licensed professional counselors (LPC), licensed clinical social workers (LCSW), attorneys (JD), psychologists (PhD), certified public accountant (CPA), and any other licenses that are pertinent to the program.

- 7.3.3.4 Provide copies of any license(s) or certification(s) your organization has been granted to operate as an Employee Assistance Program in the state of California.
- 7.3.3.5 A description of the credentialing process used to evaluate potential counselors for the program.
- 7.3.3.6 Describe the requirements set forth for the providers for continuing education and updating their counseling skills.
- 7.3.3.7 Describe the referral process of seeking a consultant or counselor and within how many miles do the members have to travel for the service.
- 7.3.3.8 Describe the options available to a member seeking an in-office consultation when the service provider is not available within a 20-mile radius of the employee's home or work address.
- 7.3.3.9 Describe the setting of a clinic when counseling services are given to members.
- 7.3.3.10 Describe the typical services provided to employees and dependents when visiting a clinic and provide samples of materials given to them.
- 7.3.3.11 Are the phone services available 24/7 and explain the process of answering the phone calls in the clinic. Who answers the calls, the receptionist or the clinician?
- 7.3.3.12 Provide the retention rate of the clients that have been with the provider for 3 years or more.
- 7.3.3.13 Transition plan for taking over the services with time estimates for completion of all steps, and samples of any communication material that will be utilized.
- 7.3.3.14 Describe the communication program between the service provider and employees. Describe what media would be used and how the budget would be developed.
- 7.3.3.15 Provide samples of typical communication material used to remind and educate members about their benefits.
- 7.3.3.16 Describe out-of-network referral process, if any. Explain whether such services are included in the basic fee, or, if additional, how fees are calculated.
- 7.3.3.17 Provide list of current training options offered, including duration of such trainings.
- 7.3.3.18 Provide customized training on a variety of subjects such as financial, emotional and wellness topics.
 - 7.3.3.18.1 Each delivery shall include:

- 7.3.3.18.1.1 All course scheduling efforts including development of itinerary plans and not to exceed travel costs. Travel time will not be compensated.
- 7.3.3.18.1.2 One hard copy of online access to qualified resources per attendee.
- 7.3.3.18.1.3 Follow-up telephone support, as needed.
- 7.3.3.18.2 Provide a work plan for customized training which includes:
 - 7.3.3.18.2.1 A description of tools and techniques used in its evaluations.
 - 7.3.3.18.2.2 A sample training course and table of contents. Provide the table of contents and one sample excerpt of a redacted training course. If samples or any part of the vendor or sub-contractor's proposal are proprietary, confidential, or copyrighted, the proposal must clearly identify parts so affected and a statement must be released to permit the ACO use of the samples and proposal for evaluation purposes.

7.3.4 References:

- 7.3.4.1 The AOC considers references an important part of the process in awarding a contract and will be contacting references as part of this selection. Vendors are required to provide the AOC with reference information as part of their proposals using the reference form included in this RFP. Vendors must provide references from clients for whom they have provided services that are similar in size and scope as this procurement during the last three (3) years.
 - 7.3.4.2 Using the Reference Form (Attachment G), provide at least five (5) references, including at least 2 public entities. Include information as requested on the Reference Form. The AOC will not work through a proposer's Reference Manager to complete a reference check. Please inform proposer's references that they may be contacted by the AOC during September 2009.
- 7.4 The vendor's proposal must include a completed and signed Vendor's Acceptance of the RFP's Minimum Contract Terms or Exceptions to Minimum Contract Terms Form (Attachment C). Should the proposer take any exception to the Minimum Contract Terms contained in Attachment B, the proposer **must** include a redline of

Attachment B that clearly tracks all proposed changes (additions, deletions or modification) and also provide the proposer's rationale for any exception noted.

7.5 The vendor's proposal must include a completed and signed Payee Data Record Form (Attachment D).

7.6 Cost/Fee Proposal

7.6.1 Proposers shall use Attachment F, Cost Proposal Form, to propose rates and fees on a per-employee-per-month basis for the services set forth in this RFP. Complete cost proposals will include initial contract and extended option rates for the following:

7.6.1.1 Per-employee-per-month basis for services included in the basic plan

7.6.1.2 Detailed charges for expanded outreach available to employees to provide an additional level of service to cover special circumstances as needed.

7.6.1.3 A firm fixed fee for development of customized, financial, emotional, or wellness training materials that the AOC will own.

7.6.1.4 A firm fixed fee per delivery of one AOC-approved training course, as described in 7.3.3.18 and 7.3.3.19. All items in 7.3.3.18 and 7.3.3.19 are to be included in the "per delivery" price without any additional charges.

7.6.1.5 For evaluation purposes only, provide three separate mock sample itinerary/travel plans with a not-to exceed amounts for the travel expenses for the delivery of one training course to each of the three courts within a single week. Base your travel expenses on the travel reimbursement provisions in Attachment B.

Mock sample trip no. 1

Administrative Office of the Courts, Northern/Central Regional Office

2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

To be delivered on Wednesday, 9:00 am to
Superior Court of California, County of Lassen
220 South Lassen Street, Suite 6
Susanville, CA 96130

To be delivered on Thursday, 9:00 am to
Superior Court of California, County of Shasta
1500 Court Street
Redding, CA 960011685

Mock sample trip no. 2

To be delivered on Tuesday, 9:00 am to:
Administrative Office of the Courts, Southern Regional Office
2255 North Ontario Street, Suite 200
Burbank, CA 91504-3188

To be delivered on Wednesday, 9:00 am to
Superior Court of California, County of Imperial
939 West Main Street
El Centro, CA 92243

To be delivered on Thursday, 9:00 am to
Superior Court of California, County of San Diego
220 W Broadway
San Diego, CA 92101

Mock sample trip no. 3

To be delivered on Tuesday, 9:00 am to:
Administrative Office of the Courts, Bay Area/Northern Coastal
Regional Office
455 Golden Gate Avenue
San Francisco, CA 94102-3688

To be delivered on Wednesday, 9:00 am to
Superior Court of California, County of Sonoma
600 Administration Drive
Santa Rosa, CA 95403

To be delivered on Thursday, 9:00 am to
Superior Court of California, County of Napa
825 Brown Street
Napa, CA 94559

For each trip , include the following for each day's travel:

Day of departure

Departure location

Day of arrival

Arrival location

Travel expenses (break out by mileage, auto rental, air fare,
cab/shuttle, expenses, parking, etc., as applicable)

Meals

Lodging

Other expenses (specify)

Daily total amount
Not to exceed total trip amount

- 7.6.2 The proposer's cost/fee proposal showing total cost/fees for providing these services, shall be inclusive of personnel, materials, computer support, travel, lodging, per diem, and overhead rates. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable favorable rates.
- 7.6.3 As a separate document attached to the vendor's cost/fee proposal, submit a detailed line item budget showing total cost of providing the services specified in this RFP for those services that proposer considers out side the scope of the per-employee-per-month fee/rate. Fully explain and justify all budget line items in a narrative entitled "Budget Justification".
- 7.6.4 The proposer's cost/fee proposal must also include a completed and signed DVBE Participation Form (Attachment E) as specified in Section 15.0.
- 7.6.5 **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** The AOC's method of payment to the selected service provider for the services specified in this RFP will be by cost reimbursement. The AOC will pay its portion of the program through its normal invoice process, while the Trial Court Benefits Program will pays its portion of the program through the benefits program's third party administrator.

8.0 SUBMISSION OF PROPOSALS

- 8.1 Provide an original and five (5) hardcopies of the proposal signed by an authorized representative of the company, including name, title, address, email address, and telephone number of one individual who is the bidder's designated representative and single point of contact.
- 8.2 **Provide one (1) electronic copy of the entire proposal in MS Word compatible format (NOT copy-protected)** by submitting it on either a CD-ROM or DVD along with the original and hardcopies of the proposal required per this section.
- 8.3 A vendor's submitted proposal shall constitute an irrevocable offer for **120 days** following the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 8.4 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP and must be received no later than the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 8.5 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for

hand delivered material. Proposals received prior to the Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Proposal Due Date & Time. Proposals received after the Proposal Due Date & Time will be deemed non-responsive and will not be considered. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.

- 8.6 The proposer is solely responsible for ensuring that the full and complete proposal is received by the AOC in accordance with the solicitation requirements prior to the Proposal Due Date & Time and at the place specified.
- 8.7 Any proposal containing information that proposer considers confidential and/or proprietary must comply with the requirements set forth in Section 12.0, Confidential and Proprietary Information.
- 8.8 **Submitting proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

9.0 AOC RIGHTS

- 9.1 The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC'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. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- 9.2 In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. 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 any proposers cost of preparing the proposal, including providing additional documentation or participating in interviews, if required. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 9.3 The AOC reserves the right at any time during the solicitation process set forth herein to require proposer to provide evidence of financial stability, including audited or reviewed profit and loss statements and balance sheets, in accordance with reporting requirements of the American Institute of Certified Public Accountants (AICPA) or Office of Benefits Administration and Enforcement (OBAE), for the three (3) previous years. Proposer's failure to provide such

requested information within the timeframe specified may result in proposer's proposal being disqualified for further consideration.

10.0 CONTACT WITH THE AOC

- 10.1 Prospective service providers are specifically directed NOT to contact any AOC personnel or its consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any notice of intent to award a contract. Unauthorized contact with any AOC personnel or its consultants may be cause for rejection of the vendor's proposal.
- 10.2 All communications with the AOC regarding this RFP, including submittal of questions pertaining to these solicitation documents, must be made through the AOC's Solicitation Mailbox (solicitations@jud.ca.gov). All email submissions sent to the Solicitations Mailbox MUST contain the RFP number and other appropriate identifying information in the email subject line. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

11.0 ADDITIONAL INFORMATION/DOCUMENTATION REQUIREMENTS

- 11.1 It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews may be conducted by phone or by in-person presentations, at the AOC's discretion. The AOC will notify prospective service providers regarding the interview arrangements.
- 11.2 It may also be necessary for the AOC to request additional documentation or information in order to clarify aspects of a proposal or a vendor's ability to perform the required services. Should the AOC request such documentation or information, proposer shall provide the requested documentation or information no later than the date specified by such request.
- 11.3 Failure of a proposer to participate in an interview, or provide requested documentation or information by the AOC's specified date may result in the vendor's proposal being disqualified for further evaluation.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

- 12.1 All proposals submitted to the AOC in response for this RFP will become public records.
- 12.2 The AOC policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a

request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

- 12.3 If any information submitted in a vendor's proposal is confidential or proprietary, the vendor must provide that information on pages separate from non-confidential information and clearly label the pages containing confidential information "CONFIDENTIAL."
- 12.4 In addition to labeling each confidential page, the vendor must include the following statement on a separate page, indicating all page numbers that contain confidential or proprietary information:

The information contained on pages _____ shall not be duplicated or used in whole or in part for any other purpose than to evaluate the proposal; provided that if a contract is awarded as a result of this proposal, the AOC shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the right of the AOC to use the information contained herein if obtained from another source.

- 12.5 Proposals containing general restrictive page markings (e.g., "Confidential and Proprietary", "For internal use only", "Use or disclosure of any data contained on this page is subject to the restrictions set forth...", "Confidential Information", etc.) that indicate the entire proposal is confidential and/or proprietary may be deemed by the AOC to be non-responsive and **will not** be reviewed by the Evaluation Team until proposer has removed such general restrictive page markings.
- 12.6 PROPOSALS WILL BE MAINTAINED IN CONFIDENCE BY THE AOC UNTIL ISSUANCE OF A NOTICE OF CONTRACT AWARD. UPON ISSUANCE OF A NOTICE OF CONTRACT AWARD, ALL PROPOSALS, INCLUDING PROPOSAL INFORMATION LABELED AS CONFIDENTIAL BY A VENDOR, WILL BECOME PART OF THE PUBLIC RECORD AND SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT, EXCEPT TO THE EXTENT INFORMATION IS PROTECTED FROM DISCLOSURE BY LAW.

13.0 ADMINISTRATIVE RULES

Incorporated in this RFP, and included as Attachment A, is a document entitled "Administrative Rules Governing Requests for Proposals. Prospective service providers shall follow these rules in the preparation of their proposals.

14.0 MINIMUM CONTRACT TERMS

- 14.1 The contract with the awarded service provider will be signed by the parties on a Judicial Council of California, Administrative Office of the Courts Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment B, Minimum Contract Terms.
- 14.2 As part of a prospective service provider's proposal submission, the proposer must sign and submit Attachment C, Vendor's Acceptance of RFP's Minimum Contract Terms or Exceptions to Minimum Contract Terms and indicate either acceptance of Minimum Contract Terms, as set forth in Attachment B, or clearly identify exceptions to these Minimum Contract Terms. If exceptions are proposed, then proposer must also submit (i) a red-lined version of Attachment B, that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed to the Minimum Contract Terms.

15.0 PAYEE DATA RECORD

- 15.1 The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor it may make payments to, prior to entering into a contract with that vendor.
- 15.2 As part of a prospective service provider's proposal submission, the proposer must sign and submit a completed and signed Payee Data Record Form, set forth as Attachment D.

16.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

- 16.1 The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your proposal should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Office of Small Business and DVBE Internet web site at: <http://www.dgs.ca.gov/default.htm>.
- 16.2 Prospective consultants/service providers must complete the DVBE Participation Form, included as Attachment E to this RFP, and include the signed form with the proposer's Cost/Fee Proposal.

End of Base RFP

ATTACHMENT A
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 proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for **120 days** following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Communications with AOC Regarding the RFP

1. Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, vendors shall use the "Solicitations Mailbox," identified on the cover memo of this RFP, for any communications with the AOC regarding the RFP and award. Vendors must include the RFP Number in subject line of any communication.

C. Questions Regarding the RFP

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 via email to the Solicitations Mailbox, identified on the cover memo of this RFP, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose confidential or proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the confidential or proprietary nature of the question, the question will not be answered and the vendor will be so notified.
2. Vendors interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, set forth on the RFP cover memo. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

D. Errors in the RFP

1. If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>)
2. If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the TPA agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. Addenda

1. The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the Courtinfo website at:
(<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP, no later than one business day following issuance of the addendum.

F. Withdrawal and Re-submission / Modification of Proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC 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 AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

G. Errors in the Proposal

1. If errors are found in a proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if selected for the award of the agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

H. Rights to Reject or Award Proposals

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC'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. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
2. In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. 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 becomes a public record.
3. Vendors are specifically directed NOT to contact any AOC, California Supreme Court or Courts of Appeal, or their personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC, California Supreme Court or Courts of Appeal, or their personnel or consultants may be cause for rejection of the vendor's proposal.

I. Protest Procedure

1. General
 - (i) Failure of a vendor to comply with the protest procedures set forth in this Section I, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
2. Prior to Submission of Proposal
 - (i) An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment 1 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Notice of Intent to Award/Not to Award

(i) A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

(ii) Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

4. Form of Protest

(i) A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, vendor, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

(ii) The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

(i) Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

(i) Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

(i) The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) business days of receipt of the Contracting Officer's decision.

(ii) The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

- b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Decision of the Contracting Officer was in error of law or regulation.

(iii) The vendor's request for appeal shall include:

- a. Name, vendor, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. Copy of the Contracting Officer's decision;
- c. Legal and factual basis for the appeal; and
- d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

(iv) Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

(i) If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

J. 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 AOC'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. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

K. 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 AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

L. Award and Execution of Agreement

1. Award of contract, 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 AOC.
2. The AOC 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 performance of items proposed, and cost.
3. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 120 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
4. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.
5. Upon award of the agreement, the agreement shall be signed by the vendor(s) in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form, but prior to end

ATTACHMENT A
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

of June if award is at fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

M. Failure to Execute the Agreement

1. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

N. Decision

1. Questions regarding the AOC'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 Solicitations Mailbox, set forth on the RFP cover memo.

O. News Releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

End of Attachment