



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

REQUEST FOR PROPOSAL

**INTERNET-BASED EMPLOYMENT RECRUITMENT SOFTWARE
SOLUTION and MAINTENANCE SERVICES**

RFP NUMBER: HR-1008-BD

**PROPOSALS DUE BY
DATE AND TIME NOTED IN SECTION 2.1**

TABLE OF CONTENTS

I.	INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT
1.1	Issuing Body and Coordinated Procurement
1.2	RFP Layout and Sections
1.3	Project Overview
II.	PROCUREMENT AND EVALUATION PROCESS
2.1	Procurement Schedule and General Instructions
2.1.1	Contact Information
2.1.2	Disposition of Material and Confidential or Proprietary Information
2.1.3	Proposal Preparation and Product Demonstration Costs
2.2	Pre-Submittal Process
2.2.1	Request for Clarifications or Modifications
2.2.2	Ambiguity, Discrepancies, Omissions
2.2.3	Contact with the AOC and Purchasing Group Members
2.2.4	RFP Addenda
2.3	Submission of Proposals
2.3.1	Proposal Delivery
2.3.2	Amendment or Withdrawal of Proposals
2.3.3	Mistake in Proposal
2.3.4	Error in Submitted Proposals
2.3.5	Vendor Information, Authorized Signatures, Validity Period of Proposals
2.3.6	Knowledge of Requirements
2.3.7	Independence of Proposal and Joint Proposals
2.3.8	Covenant Against Gratuities
2.4	Overview of Evaluation Process
2.4.1	Evaluation Committee
2.4.2	Reservation of Rights
2.4.3	Evaluation of Pricing Sheets
2.4.4	Cash Discounts
2.4.5	Requests for Additional Information and Product Demonstration
2.5	Minimum Qualifications
2.6	Evaluation Criteria
2.7	Interviews, Product Demonstrations and Negotiations
2.7.1	Interviews and Product Demonstrations
2.7.2	Negotiations
2.7.3	Payment
2.7.4	News Releases
2.8	Award of a Master Agreement
2.9	Protest Procedures
2.9.1	General
2.9.2	Prior to Submission of Proposal
2.9.3	After Award
2.9.4	Form of Protest
2.9.5	Determination of Protest Submitted Prior to Submission of Proposal
2.9.6	Determination of Protest Submitted After Submission of Proposal
2.9.7	Appeals Process
2.9.8	Protest Remedies

III. PROPOSAL FORMAT AND CONTENT

- 3.1 Pricing Proposal
 - 3.1.1 Government Rates
 - 3.1.2 Pricing and Price Adjustments
- 3.2 Technical Proposal
 - 3.2.1 Response Template
- 3.3 Company Information
- 3.4 Master Agreement Terms and Conditions
 - 3.4.1 Acceptance of Terms and Conditions
 - 3.4.2 Supplemental and Alternate Terms and Conditions
- 3.5 Proposal Submittal Requirements
 - 3.5.1 Technical Proposal
 - 3.5.2 Pricing Proposal and DVBE Participation Form

IV. SPECIFICATIONS

- 4.1 Description of Products and Services to be Provided
 - 4.1.1 General Description
 - 4.1.2 General Requirements
 - 4.1.2.1 Certifications and Verifications
 - 4.1.3 Ordering Process
 - 4.1.4 Implementation
 - 4.1.5 Reports
- 4.2 Estimated Volumes
- 4.3 Procurement Process – Use of Master Agreement

V. MASTER AGREEMENT TERMS AND CONDITIONS

VI. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION GOALS

VII. ATTACHMENTS

- Attachment A – Master Agreement Terms and Conditions
- Attachment B – Purchasing Group Member Address List
- Attachment C – Vendor Certification Form
- Attachment D – Response Template
- Attachment E – Pricing Sheets
- Attachment F – DVBE Participation Form
- Attachment G - Request for Taxpayer Identification Number and Certification Form

I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and Coordinated Procurement

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 is the staff agency for the Council and assists both the Council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative office of the Courts (“AOC”) on behalf of the 58 Superior Courts of California, **(collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).**

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Specifications
- V. Master Agreement Terms and Conditions
- VI. Disabled Veterans Business Enterprise Participation Goals
- VII. Attachments

1.3 Project Overview

The AOC is requesting proposals from highly qualified vendors with expertise in providing an internet-based employment recruitment solution, to individual members of the Purchasing Group on a statewide basis. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.

The AOC intends to award one or more master agreements (“**Master Agreement**”), for an initial two (2) year term and three (3) one-year options to renew, to a vendor or vendors that is able to supply members of the Purchasing Group throughout California with an unknown quantity of internet-based employment recruitment software solution, including implementation, and support services, as further described in Section IV of this RFP. The AOC may elect to make an award to multiple vendors if it is in the AOC’s best interest to do so. The AOC reserves the right to make only one award, multiple awards or to reject any or all proposals submitted in response to this RFP in whole or in part. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

RFP No. HR-1008-BD
Internet-Based Employment Recruitment Software Solution and Maintenance Services
Section I
Introduction - Summary of the Intended Procurement

Members of the Purchasing Group may elect, but are not required, to purchase from any Master Agreement that may result from this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through notice of award of a Master Agreement. All deadlines are subject to change at the AOC’s discretion.

	<u>KEY EVENTS</u>	<u>KEY DATES</u>
1	Issue RFP	October 29, 2008
2	Deadline for Vendor Requests for Questions, Clarifications or Modifications	November 14, 2008, 1 p.m. (Pacific Time)
3	AOC posts Addendum for Answers, Clarifications or Modifications	November 21, 2008
4	Proposal Due Date and Time	December 15, 2008, 1 p.m. (Pacific Time)
5	Potential Interviews and Demonstrations	Week of February 5, 2008
6	Notice of Intent to Award (estimated)	Week of February 10, 2008
7	Negotiations (estimated)	Week of February 10, 2008
8	Notice of Award (estimated)	Week of March 3, 2008

This RFP and any addenda that may be issued will be available on the following website, referred to as “AOC website”: www.courtinfo.ca.gov/reference/rfp/.

All questions and requests for clarification must be submitted as instructed in Section 2.2.1 by email to the Solicitation Mailbox indicated below:

TCSolicitation@jud.ca.gov

2.1.1 Contact Information

Submittal Contact: Nadine McFadden
 Judicial Council of California
 Administrative Office of the Courts
 455 Golden Gate Avenue, 7th Floor
 San Francisco, CA 94102-3660

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this solicitation document will become the property of the AOC. 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.**

Even though the California Public Records Act (PRA) does not apply to the AOC, the AOC’s policy is to follow the intent of the 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 written request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material may 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.

2.1.3 Proposal Preparation and Product Demonstration Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the AOC, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Submittal Process

2.2.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions by email only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the Master Agreement Terms and Conditions in Section V. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change.

All questions and requests must be submitted by email to the Solicitation Mailbox identified in Section 2.1 no later than the date specified in Section 2.1. Questions or requests submitted after the due date will not be answered.

All email submissions sent to the Solicitation Mailbox **MUST** contain the RFP number and other appropriate identifying information in the email subject line. In the body of the email, 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 email subject line may result in the AOC taking no action on a vendor's email submission.

Without disclosing the source of the question or request, the AOC will post the questions and the AOC's responses on the AOC website.

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 AOC 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 AOC 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.

2.2.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately submit an email to the Solicitation Mailbox listed in Section 2.1 and provide written notice of the problem and request that the solicitation document be clarified or modified. 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 the addendum on the AOC website.

All email submissions sent to the Solicitation Mailbox MUST contain the RFP number and other appropriate identifying information in the email subject line. In the body of the e-mail, 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 email subject line may result in the AOC taking no action on a vendor's email submission.

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 AOC of the error, the vendor shall propose at its own risk, and if the vendor is awarded a Master Agreement, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Contact with the AOC and Purchasing Group

Vendors are specifically directed NOT to contact any AOC or Purchasing Group personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a Master Agreement. The AOC's intent for this solicitation is to ensure that all vendors have the same information when creating their proposals. Unauthorized contact with the AOC or any Purchasing Group personnel or consultants may be cause for rejection of the vendor's proposal.

2.2.4 RFP Addenda

The AOC may modify this solicitation document prior to the date fixed for submission of proposals by posting an addendum on the AOC website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must submit an email to the Solicitation Mailbox identified in Section 2.1 and provide written notice of the problem no later than three (3) business days following the date the addendum was provided or posted.

Vendor's prices shall reflect the requirements of all addenda to this RFP issued by the AOC.

2.3 Submission of Proposals

2.3.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and Time specified in Section 2.1 at the address listed in Section 2.1.1 for the Submittal Contact:

a. Hardcopies:

(i) One unbound original of the pricing proposal, including Attachment E (Pricing Sheets), together with Attachment F (DVBE Participation Form) and one separate unbound original of the technical proposal (this includes all other proposal documents).

(ii) Five (5) bound copies of the pricing proposal together with Attachment F (DVBE Participation Form) and five (5) separate bound copies of the technical proposal;

(iii) One copy of vendor's audited profit and loss statement and balance sheets for the last three (3) fiscal years.

b. Electronic Formatted Copies:

(i) One electronic formatted copy with the pricing proposal, including Attachment E (Pricing Sheets) in Excel format, together with Attachment F (DVBE Participation Form) in MS Word format or Adobe pdf format.

(ii) One electronic formatted copy of the technical proposal (this includes all other proposal documents) in MS Word format.

All proposals (hardcopy and electronic) must be submitted with: (1) the pricing proposal, including 3 fiscal years of financial statements and Attachment F (DVBE Participation Form), in one sealed envelope marked with "Pricing Proposal, DVBE Participation Form and Financial Statements"; and (2) the technical proposal placed in a separate sealed envelope marked with "Technical Proposal." Each envelope must also be marked with the vendor's name. The two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the vendor's name.

The hard copies and electronic copies of the technical proposal must not include any pricing information.

Proposals received prior to the Proposal Due Date and Time that are marked properly will be securely kept, unopened until the Proposal Due Date and Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, express mail carrier, or hand delivery only. A receipt should be requested for hand delivered material.

The vendor is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The AOC shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery.

2.3.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Due Date and Time. All amendments must be in writing and received by the AOC prior to the Proposal Due Date and Time.

A vendor may withdraw its proposal at any time prior to the Proposal Due Date and Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Due Date and Time.

2.3.3 Mistake in Proposal

If prior to award of a Master Agreement, a vendor discovers a mistake in its proposal that renders the vendor unwilling to perform under any resulting Master Agreement, the vendor must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the AOC's discretion as to whether withdrawal will be permitted.

2.3.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the AOC may at its sole option retain the proposal and allow the vendor to submit certain arithmetic corrections. The AOC may, at its sole option, allow the vendor to correct obvious clerical errors. In determining if a correction will be allowed, the AOC will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction and any unusual complexity of the format and content required by the solicitation.

If the vendor's intent is clearly established based on review of the complete proposal submitted, the AOC may, at its sole option, allow the vendor to correct an error based on that established intent.

The total price of unit-priced items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.3.5 Vendor Information, Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the vendor's designated representative.

Proposals must be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (“Proposal Validity Date”). In the event a final Master Agreement has not been awarded prior to the Proposal Validity Date, the AOC reserves the right to negotiate extensions to the Proposal Validity Date.

2.3.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the vendor’s sole risk.

The vendor shall be responsible for knowledge of all items and conditions contained in their proposal and in this RFP, including any AOC issued clarifications, modifications, amendments, or addenda. The AOC will post addenda and clarifications to the AOC website; however, it is the vendor’s responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.3.7 Independence of Proposal and Joint Proposals

Unless a vendor is submitting a joint proposal, the vendor represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other(s) as the subcontractor(s). The AOC assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.3.8 Covenant Against Gratuities

Vendor warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the vendor or any agent, director, or representative of the vendor, to any officer, official, agent, or employee of the AOC or any Purchasing Group member with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the award of any resulting Master Agreement. For breach or violation of this warranty, the AOC will have the right to terminate any resulting Master Agreement in whole or in part. The rights and remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting Master Agreement.

2.4 Overview of Evaluation Process

2.4.1 Evaluation Committee

The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will first be reviewed for compliance with the minimum qualifications specified in Section 2.5. The Contracting Officer

will first review and screen all proposals submitted, except for the pricing proposals, according to the minimum qualifications set forth in Section 2.5.

Proposals satisfying the minimum qualifications will then be evaluated by a committee of qualified personnel (“Evaluation Committee”) in accordance with the evaluation criteria set forth in Section 2.6. The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the pricing proposal. Thereafter, the pricing proposals will then be opened, reviewed, and evaluated to determine an overall evaluation score.

2.4.2 Reservation of Rights

The AOC, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.5, or have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any 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 requirements and specifications.

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 the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the AOC may accept any item or combination of items as specified in the solicitation, of any proposal unless the vendor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the vendor so restricts its proposal, the AOC may consider the vendor’s restriction and evaluate whether the award on such basis will result in the best value to the AOC or may determine in its sole discretion that such restriction is non-responsive and renders the proposal ineligible for further evaluation.

The AOC reserves the right to negotiate with one or more vendors who have presented, in the opinion of the Evaluation Committee, the best proposals in an attempt to reach award of a Master Agreement. If no award of a Master Agreement is reached, the AOC can negotiate with other vendors or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement prior to a Master Agreement being issued. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the AOC’s opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

2.4.3 Evaluation of Pricing Sheets

Pricing sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the pricing sheets must be clearly legible and must be type written. No erasures are permitted. Errors may be crossed out and corrections typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the vendor to provide an electronic copy of the pricing sheets and there is a discrepancy in the printed pricing sheets and the electronic copy, the pricing on the printed pricing sheets will be evaluated.

Where more than one line item is specified in the solicitation, the AOC reserves the right to determine the highest evaluated proposal, either on the basis of individual items, combination of items as specified in this solicitation, or on the basis of all items included in this solicitation, unless otherwise expressly provided.

2.4.4 Cash Discounts

The AOC encourages vendors to offer cash discounts for prompt payment; however, unless provided elsewhere in the solicitation, cash discounts offered by vendors for the prompt payment of invoices will not be considered in evaluating proposals to determine the successful vendor for award of any resulting Master Agreement.

2.4.5 Requests for Additional Information and Product Demonstration

The AOC reserves the right to seek clarification or additional information from any vendor throughout the solicitation process, including interviews, oral presentations and a demonstration of the product or equipment proposed. The AOC may require a vendor’s representative to answer questions during the evaluation process 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 non-responsive.

If the Evaluation Committee requests a demonstration of the proposed product or equipment, the demonstration will be arranged by the vendor at a site that is agreeable to the AOC. The demonstration may include a demonstration of the product or equipment at a customer site (vendor’s customer).

2.5 Minimum Qualifications

To be considered for evaluation and possible award, a vendor must first meet the threshold minimum qualification requirements listed in the following table. Minimum requirements can be met by combining experience, expertise and resources of vendor and any proposed subcontractors.

Minimum Qualifications	
1	3 or more years experience working with and supplying product or equipment and services similar to that specified in this RFP to public sector customers.
2	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of

	California (reference <u>Attachment C</u> , Vendor Certification Form).
3	Vendor must submit audited financial statements (<u>see Section 3.3.e</u>) for the AOC to assess its current financial stability.

The vendor must state specifically in its Executive Summary (see Section III) how it complies with each minimum qualification specified above. Subject to the AOC’s right in its sole discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for evaluation and a possible award of a Master Agreement.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to provide proof that all such qualifications are met.

2.6 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the AOC and members of the Purchasing Group. The evaluation will be based upon the following criteria, listed in order of descending priority.

- a. Ability to provide the features and functionality in Section IV, Specifications
- b. Implementation methodology
- c. Support service
- d. Cost/Pricing
- e. Training services

Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to pricing, the AOC reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

2.7 Interviews, Product Demonstrations and Negotiations

2.7.1 Interviews and Product Demonstrations

Following the initial evaluation of proposals, the AOC reserves the right to require, and each vendor must be prepared to conduct, product demonstrations, oral presentations and other discussions (written or verbal) on the content of its proposal, as discussed in Section 2.4.5. If the AOC determines that product demonstrations, interviews or presentations are required, selected vendors will be notified in writing of the date, place, time and format of the product demonstration, interview or presentation. Vendors will be responsible for all costs related to the product demonstration, interview or presentation, which, at the AOC’s sole discretion, may be in-person and/or by teleconference. Failure to participate in such product demonstrations, interviews or presentations or within the timeframe requested by the AOC may result in a vendor’s disqualification from further consideration.

2.7.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more vendors, at the AOC's discretion. If the AOC enters into negotiations and the parties do not come to an agreement on the terms and conditions of a Master Agreement, the AOC can negotiate with other vendors or make no award under this RFP. The AOC reserves the right to award a Master Agreement, if any, without negotiations.

2.7.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Master Agreement Terms and Conditions. **NEITHER THE AOC NOR MEMBERS OF THE PURCHASING GROUP MAKE ANY ADVANCE PAYMENTS FOR GOODS OR SERVICES, EXCEPT FOR ANNUAL MAINTENANCE AGREEMENTS.**

2.7.4 News Releases

News releases pertaining to the award of any Master Agreement resulting from this solicitation may not be made by a vendor without the prior written approval of the AOC's Senior Business Services Manager.

2.8 Award of a Master Agreement

The Evaluation Committee will make a final recommendation for award of one or more Master Agreements. Upon award, the successful vendor(s) will be required to execute a Master Agreement in accordance with the Specifications in Section IV and the Master Agreement Terms and Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the Master Agreement Terms and Conditions within thirty (30) business days of award. The period for execution of the Master Agreement may be changed by mutual agreement of the parties. Master Agreements are not effective until signed by both parties.

2.9 Protest Procedures

2.9.1 General

Failure of vendor to comply with the protest procedures set forth in this Section 2.9, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a Master Agreement has been executed.

2.9.2 Prior to Submission of Proposal

An interested party that is an actual or prospective vendor 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 should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Due Date and Time.

The protestor will have exhausted all administrative remedies specified in Section 2.2.1, Section 2.2.2 and Section 2.2.4, and this section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.9.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award 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 items and/or 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.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.9.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the Submittal Contact at the address noted in Section 2.1.1.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- 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.

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.

2.9.5 Determination of Protest Submitted Prior to Submission of Proposal

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's Contracting

Officer will provide a written determination to the protestor prior to the Proposal Due Date and Time. If required, the AOC may extend the 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 award of a Master Agreement until the protest is resolved or denied or proceed with the award and implementation of the Master Agreement.

2.9.6 Determination of Protest Submitted After Submission of Proposal

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 and the AOC, at its sole discretion, may elect to withhold award of a Master Agreement until the protest is resolved or denied or proceed with award and implementation of the Master Agreement.

2.9.7 Appeals Process

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 Senior Business Services Manager at the address noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- a. Facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted;
- b. The 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. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- a. The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

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

2.9.8 Protest Remedies

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). The AOC may recommend any combination of the following remedies:

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

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Proposals should clearly cover all requested information. Links to web sites are not acceptable. **Expensive bindings, color displays, and the like are not necessary or desired.** Emphasis should be placed on conformity to the AOC's instructions, requirements of this solicitation and the completeness and clarity of content.

The proposal should include an Executive Summary that demonstrates the vendor's understanding of the requirements and provides a "high level" general overview of how the vendor proposes to provide the products and services of this RFP, including a statement and information regarding minimum qualifications as required in Section 2.5.

3.1 Pricing Proposal

3.1.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or comparable favorite rates or the best government pricing that is available (e.g., GSA).

3.1.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment E (Pricing Sheets). Pricing shall include all anticipated charges, including, but not limited to: cost of materials and product, implementation, training, all applicable taxes, overhead, profit, and cost of providing insurance as required in Attachment A (Master Agreement Terms and Conditions).

Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Vendor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on vendor's invoice.

The prices proposed in the vendor's response will be valid for a minimum of two (2) years after the Master Agreement is signed. The vendor's pricing proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the AOC and members of the Purchasing Group if the Master Agreement is renewed after the initial term.

3.2 Technical Proposal

3.2.1 Response Template

Vendor's proposal must include responses to all categories as required in Attachment D (Response Template). The AOC may evaluate the quality of a vendor's products submitted in

its proposal through a demonstration of all products that meet the specifications described in Section IV of this RFP, as determined by the AOC.

3.3 Company Information

Although not part of the evaluation criteria, the following information will also be submitted:

- a. Total number of years in business.
- b. Listing (including contact information) of companies and length of time providing products and services similar in size and scope to those requested in this RFP.
- c. Classification and experience level of staff that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Implementation, Maintenance, and Customer Service personnel, etc.).
- d. If subcontractors are proposed for this RFP, describe the products or services provided by the subcontractor(s) and the vendor's contract management process for subcontractors included in the vendor's proposal.
- e. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC. These financial statements must be submitted in a separate volume pursuant to Section 2.3.1.

3.4 Master Agreement Terms and Conditions

3.4.1 Acceptance of Terms and Conditions

The proposal must state that vendor accepts the Master Agreement Terms and Conditions in Section V or identify any exceptions to those terms and any additional terms and conditions that may be applicable. For any exceptions, vendor must submit a "redlined" version of the term or condition, showing all suggested modifications and explaining the request. Absent exceptions, the vendor is presumed to have accepted all Master Agreement Terms and Conditions. The AOC will determine the applicability of any additional terms and conditions that may be submitted.

3.4.2 Supplemental and Alternate Terms and Conditions

Vendor must submit any supplemental or alternate terms and conditions that may be applicable. Although the AOC will consider supplemental or alternate language proposed by a vendor, the AOC will not be bound by contract language received as part of a prospective vendor's response. If the vendor requires that the AOC be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

3.5 Proposal Submittal Requirements

The vendor must complete and submit to the AOC all of the following proposal documents, with each page numbered, and in the **exact** following order. Failure to submit all of the following documents may result in rejection of the proposal.

3.5.1 Technical Proposal

- a. Executive Summary; including response to minimum requirements as required in Section 2.5;
- b. Table of Contents – itemizing sections of the vendor’s response, including required proposal documents and their respective page numbers;
- c. Proposal validity period and authorized signature, as required in Section 2.3.5;
- d. Response Template Form – Attachment D;
- e. Response to Sections 3.2 through 3.3
- f. Indication of Acceptance of Master Agreement Terms and Conditions and submittal of Supplemental Terms and Conditions, as required in Section 3.4.1 and Section 3.4.2;
- g. Vendor Certification Form – Attachment C;
- h. Request for Taxpayer Identification Number and Certification Form – Attachment G;

3.5.2 Pricing Proposal and DVBE Participation Form

- a. Pricing Proposal – Attachment E (in accordance with Section 3.1); and
- b. DVBE Participation Form – Attachment F.

IV. SPECIFICATIONS

4.1 Description of Products and Services to be Provided

4.1.1 General Description

The Human Resources departments of the Superior Courts of California are responsible for providing recruiting services for the individual courts. The courts are in need of an internet-based employment recruitment software solution as a means of publicizing job openings and receiving, storing and processing qualified applications.

The Judicial Council of California, Administrative Office of the Courts (AOC) is seeking a vendor that will meet the requirements of the Superior Courts of California, (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”). All functions, features, reports, etc. will be accessed via the Internet. The individual Purchasing Group members will submit all required information online. Vendor will publicize and post the Purchasing Group member’s recruitments, collect and retain applications and make them available to the appropriate Purchasing Group member.

Members of the Purchasing Group may order employment recruitment software solution under any Master Agreement that may result from this RFP by placing an individual order via a Work Order **(sometimes also referred to as a Purchase Order by members of the Purchasing Group)**.

The term “Work Order” refers to an ordering document used by an individual Purchasing Group member to place an order for employment recruitment software solution and maintenance services under a Master Agreement that is awarded as a result of this RFP.

4.1.2 General Requirements

Solutions should contain the following features and functionality

A. Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with courts website
- Online job announcements and descriptions
- Attract “passive” applicants with automatic job interest cards
- Proactively search applicant database
- Real-time database of all applicant information
- Recruitment and examination planning
- Central repository for court applicants statewide
- Professional, hourly and temporary recruiting platforms
- Ability to transfer pre-implementation history
- Ability to define security levels and access for hiring managers, directors, and Human Resource department
- Generate recruitment letters and email (e.g. application acknowledgement, exam/interview appointments, letter of employment, etc.)

B. Selection

- Create, store, and re-use customized supplemental questions
- Screen applicants automatically as they apply
- Provide scoring plan options per recruitment, or copy existing scoring plans
- Automatic test processing
- Test analysis and passpoint setting
- Score, rank, and refer applicants
- Create and maintain certification/eligibility lists

C. Applicant Tracking

- Email and hardcopy notifications
- Equal Employment Opportunity Data collection and reports
- Track applicants by salary steps
- Schedule written, oral, and other interviews and exams
- Detailed applicant history record
- Skills tracking and matching

D. Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Operational reporting

E. Internal Human Resource Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

F. Software Solution Upgrades

Software solution upgrades to purchased features and functionality are required. Upgrades must be automatic and available upon the next login following an upgrade rollout.

G. Implementation

Prior to a Purchasing Group member's implementation of the internet-based employment recruitment software solution, vendor will provide an implementation plan that includes but is not limited to kick off/program meetings, identification of court responsibilities, pre-implementation activities, and follow-on training and support.

Completion of each court's implementation will occur within 90 days of receipt of the court's order unless otherwise noted in the court's order.

H. Technical Requirements

- Vendor must provide secured access and a controlled environment
- Solution must use SSL authentication
- Solution must require minimal local information technology (IT) support
- Vendor must host the application
- Solution must be able compatible with SAP (file exportable into SAP).
- Solution must be fully web-based
- Vendor must be able to provide all technical support
- Data back-up using a, multifaceted disaster recovery model
- Web pages must be customizable
- Solution must be compatible with multiple browsers
- Vendor must provide a separate environment for testing so that live data is not manipulated
- Solution must operate on a multi-tiered load balanced architecture and modular design to add a new users and products without interruption

I. Customer Support

- Provide call in help desk support Monday through Friday, 7:00am through 6:00pm Pacific Time
- Provide on-line help desk capabilities for logging issues 24/7
- Issue tracking system capabilities
- Acknowledgement to initiator < 20 minutes of logging issue electronically
- Resolution or update of logged issues within 72 business hours
- Prior notification of scheduled system down time
- Notification including estimated resolution time for unplanned system outages within 30 minutes of occurrence
- The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:
 - Customer service organizational structure.

- Contact process and contact person identified by position in the company (phone, email, fax, etc.).
- Follow up process.
- Internal procedures to track customer service contact and resolution.
- Escalation process to resolve outstanding customer service issues.

J. Training

- Provide on-site training at Purchasing Group Member's location (see Attachment B), and other training resources including but not limited to: e-mails, reference manuals, conference calls, seminars, etc.

K. Security

- Applications are password protected with user level permissions.
- On-site internet security and systems personnel to manage firewalls and servers 24/7.
- Vendor will have no ownership rights to data provided by the Purchasing Group member and must be exportable by its members (see section 6 of the Master Agreement).

4.1.2.1 Certifications and Verifications

All solutions offered for sale by the vendor to the Purchasing Group member under any Master Agreement that may result from this RFP must be compliant with all standards and regulations required by all federal agencies and state and local governmental entities.

4.1.3 Ordering Process

- Vendor will establish an individual customer account for any member of the Purchasing Group that makes an order under any Master Agreement that may result from this RFP.
- Vendor will coordinate the implementation dates for all aspects of the specifications with the Purchasing Group member prior to finalizing the order.
- Vendor will provide the Purchasing Group member with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, implementation (see above) dates, and contact information.
- Vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

4.1.4 Implementation

The vendor shall provide all materials, equipment, and labor required for implementation.

4.1.5 Reports

Vendor shall provide monthly reports to the designated AOC Project Manager no later than thirty (30) days after the end of each quarter and shall include a list of Purchasing Group members along with the names and addresses of the locations serviced. The report will also contain a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues. Additionally, the monthly report will provide a summary containing a breakdown of the number of Purchasing Groups and locations added during the month reported.

4.2 Estimated Volumes

No minimum ordering estimate is stated in this RFP. The Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. Purchasing decisions will be based on what is in the best interest of the Purchasing Group member.

4.3 Procurement Process – Use of Master Agreement

After award of a Master Agreement or Master Agreements, requests for implementation of an internet-based employment recruitment solution will be made by the Purchasing Group member through the issuance of a Work Order or Purchase Order. The Work Order or Purchase Order will reference the Master Agreement number and will list and describe all of the requested services. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order or Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

V. MASTER AGREEMENT TERMS AND CONDITIONS

The Master Agreement Terms and Conditions are included in this solicitation document as Attachment A, Master Agreement Terms and Conditions.

VI. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION GOALS

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 response 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. Your company must complete the DVBE Compliance form and include the form with your Pricing Proposal. If your company has any questions regarding the form, you should contact the Solicitations Mailbox noted in Section 2.1.1. 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 Internet web site at: www.dgs.ca.gov/default.htm.

VII. ATTACHMENTS

Attachment A	Master Agreement Terms and Conditions
Attachment B	Purchasing Group Address List
Attachment C	Vendor Certification Form
Attachment D	Response Template
Attachment E	Pricing Sheets
Attachment F	DVBE Participation Form
Attachment G	Request for Taxpayer Identification Number and Certification Form

ATTACHMENT A
MASTER AGREEMENT TERMS AND CONDITIONS

This Master Agreement for Recruitment Software Solution and Support including Exhibit A—Statement of Work, Exhibit B—Payment, Exhibit C—Acceptance and Signoff Form (collectively, “Master Agreement”) is entered into effective as of _____ (“Effective Date”) between _____ (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”), for the benefit of the 58 Superior Courts of California (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).

PURPOSE

The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing and hosting an internet-based recruitment software solution, as requested in RFP No. _____ (“RFP”) and as further described in Exhibit A—Statement of Work.

Contractor and the AOC agree as follows:

1. **TERM:** The initial term of this Master Agreement is two (2) years, commencing on the Effective Date with three (3) one-year options to extend the term, which options may be exercised by the AOC in its sole discretion anytime prior to the expiration of the initial term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.
2. **OBLIGATION:** This Master Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement.
3. **RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into master agreements on behalf of the Purchasing Group. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders. Every member of the Purchasing Group is, and is intended to be, a third party beneficiary of this Master Agreement.
4. **SCOPE OF WORK AND PRICE:**
 - (a) Contractor shall provide and/or perform products and/or services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibits A and B to this Master Agreement.
 - (b) Contractor’s prices set forth in Exhibit B to this Master Agreement, include all charges, including but not limited to, cost of labor, licenses, overhead, profits, and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.
 - (c) Reimbursement, if any, for Contractor’s travel expenses will be made only with the prior written approval of the Purchasing Group member that ordered the Work. If travel expenses are approved, each Purchasing Group member will reimburse Contractor for expenses in accordance with the Travel Rate Guidelines included as part of Exhibit B. Contractor must provide copies of receipts and invoices to the Purchasing Group member for reimbursement of such travel expenses. Contractor will not be reimbursed for travel expenses that have not been authorized in writing by the Purchasing Group member requesting the Work.

5. ORDERING:

- (a) Individual members of the Purchasing Group may place individual orders for an internet-based recruitment software solution and support pursuant to this Master Agreement. Orders will be placed by issuing a Work Order (which is sometimes also referred to as a Purchase Order by members of the Purchasing Group). A Work Order or a Purchase Order is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of an ordering document may vary. All Work Orders will reference this Master Agreement No. _____. The terms and conditions of this Master Agreement No. _____ are applicable to all Work Orders, regardless of the ordering document or the ordering process selected.
- (b) A Work Order placed by the Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of Work, subject to the following limitation. Any additional or supplemental terms contained in the Work Order or in any invoice or confirmation of the Work Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Work Order will not be deemed part of such contract.
- (c) The Individual Purchasing Group member will be responsible for the acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.
- (d) Each Purchasing Group member placing a Work Order will include the name of a contact person in the Work Order (“Work Order Project Manager”). Contractor shall contact the Work Order Project Manager regarding questions on any Work Order or payment status of any Work Order.
- (e) After a Work Order has been placed by any Purchasing Group member, Contractor shall provide that Purchasing Group member with the total cost and lead time required for the Work ordered. The total cost will itemize the cost of each of the components of the Work, including any training. Contractor shall coordinate the training date(s) with the Work Order Project Manager. Contractor shall provide the Purchasing Group member with an immediate acknowledgement of the Work Order. The acknowledgement will be submitted by facsimile or email to the Work Order Project Manager for the Purchasing Group member, regardless of what method is used to place the Work Order, and will include: the components of Work ordered, training dates, and contact information. The Work Order is not binding until Contractor provides acknowledgement of the Work Order, including the Work ordered, training dates, and contact information.
- (f) Contractor shall maintain a toll-free number for inquiries and customer service.

6. RECRUITMENT DATA; LIMITED LICENSE:

- (a) The AOC or, as applicable, the Purchasing Group member, retains ownership of any graphics, text, data or content materials or other information supplied by the AOC or by such Purchasing Group member to Contractor under this Master Agreement or a Work Order for incorporation into or delivery through Contractor’s internet-based recruitment software solution (collectively, “Recruitment Data”). As of the Effective Date, Contractor will be granted a limited, nonexclusive royalty-free license during the term of this Master Agreement to use, access, copy, maintain, modify, enhance and create derivative works of Recruitment Data solely as necessary for, and for the sole purpose of, providing and performing the Work. Upon termination or expiration of this Master Agreement, Contractor shall cease use of all Recruitment Data.

(b) Contractor grants the AOC and the Purchasing Group members who place Work Orders a limited, nonexclusive license during the term of this Master Agreement and any applicable Work Order to use and access the internet-based recruitment software solution furnished and hosted by Contractor as part of the Work.

7. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Work Order. If the dispute involves this Master Agreement, Contractor will meet with the AOC Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Work Order, Contractor will meet with the Work Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Work Order Project Manager and Contractor are unable to resolve a Work Order dispute pursuant to paragraph 7(a)(1), then the Human Resources Director (or equivalent) of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Manager of the dispute with the Purchasing Group member and any planned meetings between the Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Work Order Project Manager or the Human Resources Director, or equivalent), and provide the AOC Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 7(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 7(a)(1) and 7(a)(2) for a dispute under a Work Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a member of the Purchasing Group is a party to the dispute, Contractor shall also provide a copy of such notice to the AOC Contract Manager.

2. If the matter is not resolved as set forth in paragraph 7(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Work Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member, the Chief Executive Officer or another member of the executive management team shall submit the second written notice to Contractor. If a member of the Purchasing Group is a party to the dispute, Contractor shall submit the second written notice to the Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Manager.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with Work will be considered a material breach of the Master Agreement.

8. FORCE MAJEURE:

(a) Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

(b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

9. WORK REPRESENTATIONS AND WARRANTIES:

(a) Contractor represents and warrants it can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing products and services similar to the Work and all applicable industry standards.

(b) Contractor represents and warrants that it is either the owner of, or is authorized to use, the Work for its own benefit and the benefit of the AOC and the Purchasing Group members, and that the Work does not and will not infringe any patent, trademark, copyright or other intellectual property right of a third party. This representation and warranty does not extend or apply to Recruitment Data provided by the AOC or a Purchasing Group member as described in paragraph 6.

(c) Contractor warrants that the Work is and will be compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

(d) Except for the warranties set forth in this paragraph 9 and in paragraph 20, Contractor does not make, and hereby disclaims, any express or implied warranty with respect to any Work provided or performed under this Master Agreement or any Work Order.

10. SCOPE OF WORK; ACCEPTANCE:

(a) Scope of Work: Contractor will perform and complete all Work described in Exhibit A—Statement of Work in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Work Order.

(b) Acceptance:

1. All Work provided by Contractor under this Master Agreement is subject to written acceptance by the Work Order Project Manager for the Purchasing Group member. The Work Order Project Manager of the Purchasing Group member will apply the acceptance criteria set forth in Exhibit A—Statement of Work and any additional acceptance criteria set forth in the Work Order to determine acceptance or non-acceptance of the Work.

2. The Work Order Project Manager of the Purchasing Group member shall use Exhibit C—Acceptance and Signoff Form to notify Contractor of acceptance or non-acceptance.

3. If the Work is not acceptable, the Work Order Project Manager for the Purchasing Group member shall detail why the Work does not meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the acceptance criteria. Contractor will redo or resubmit the Work and the Work Order Project Manager of the Purchasing Group member will re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this subparagraph 3 until Contractor's receipt of written acceptance of such corrected Work; provided, however, that if the Work is rejected on at least two (2) occasions, the Purchasing Group member may, at its option, terminate all or that portion of the Work Order which relates to the rejected Work at no expense to the Purchasing Group member or the AOC.

(c) Non-Exclusivity: This is a non-exclusive agreement. The AOC and the members of the Purchasing Group reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the members of the Purchasing Group reserve the right to bid the Work to others or procure the Work by other means.

11. INVOICES, PAYMENT AND SETOFF: A member of the Purchasing Group placing a Work Order under this Master Agreement shall have no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The invoice must be sent to the address shown on the Work Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Work Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Work Order or any other transaction or occurrence.

12. **REPORTS:** Contractor will provide to the AOC Project Manager quarterly reports which include a list of all Purchasing Group members that have placed a Work Order under this Master Agreement. The report will also contain a cumulative listing of all issues reported by a Purchasing Group member, date of resolution, date of resolution and/or status of all pending issues. Additionally, the quarterly report will provide a summary containing a breakdown of the number of Purchasing Group members and locations added to the list during the quarter reported.
13. **AUDIT RIGHTS:** Contractor agrees to maintain records relating to Work and billing by Contractor under this Master Agreement and any Work Order for a period of four (4) years after final payment of any Work Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to Work.
14. **CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Master Agreement or any subsequent Work Order due to an act of Force Majeure although the performance period of the Master Agreement or a Work Order, as applicable, may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision will be provided to the Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the AOC of a State of California Standard Agreement form.
15. **AMENDMENT; WAIVER; SEVERABILITY:** No amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the AOC. A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
16. **TERMINATION:**
 - (a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, AOC and the affected Purchasing Group members will discuss payment and performance of any Work Orders outstanding at the proposed date of termination.
 - (b) Any Purchasing Group member may terminate a Work Order for cause immediately if (1) the Work is rejected on at least two occasions as described in paragraph 10, Scope of Work; Acceptance, or (2) Contractor is otherwise in breach of the terms of such Work Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Work Order.
 - (c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraphs 9 and 20 become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing Group member, AOC, and Contractor will discuss performance of any Work Orders outstanding at the date of termination.

(d) Contractor may terminate a Work Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Work Order within thirty (30) days after receipt of written notice of delinquency.

(e) A Purchasing Group member's obligations under a Work Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Work Order. Upon written notice, a Purchasing Group member may terminate a Work Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

17. **GENERAL INDEMNITY:** Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the AOC and the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Work Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Work Order.

18. **INFRINGEMENT INDEMNITY:** Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the AOC and the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Contractor under this Master Agreement or any Work Order.

19. **INSURANCE:**

(a) **General Insurance Requirements:** Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of termination of the Master Agreement.

(b) **Minimum Scope and Limits of Coverage:** Contractor will maintain the following minimum coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of \$1,000,000.00 for each accident.
3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.

4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, and Personal Injury, Product, and Completed Operation coverage.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor.
- (d) Endorsements; Additional Insureds: The General Liability policy will contain, or be endorsed to contain, the following provisions:
1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.
 2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.
 3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 4. Contractor will provide the AOC (and on request, any other Purchasing Group member) with certificates of insurance satisfactory to the AOC, evidencing all required coverages before Contractor begins any Work, and provide complete copies of each policy upon the AOC's request.
 5. If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor will, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
 6. All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC's Contract Manager. Such notice will reference the relevant project, and contract number. Contractor shall provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.
- (e) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

20. **CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.** At all times during the term of this Master Agreement, and in the performance of Work hereunder or under any Work Order:
- (a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting Work provided or performed under this Master Agreement or any Work Order.
 - (b) During the performance of this Master Agreement and any Work Order, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Work Order. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - (c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.
 - (d) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
 - (e) Contractor represents and warrants:
 - 1. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of a Purchasing Group member, with a view toward securing this Master Agreement or any Work Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Work Order; and
 - 2. That Contractor will comply with all of the obligations set forth in this paragraph 20 at all times during the term of this Master Agreement.
21. **CONFIDENTIALITY:** All financial, statistical, personal, technical and other data and information which are designated confidential by Contractor, the AOC, or a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to the other party (or to a Purchasing Group member as a third party beneficiary of this Master Agreement) (each, a “Receiving Party”) in order to carry out this Master Agreement or any Work Order, or which become available to the Receiving Party in carrying out this Master Agreement or any Work Order (“Confidential Information”) will remain the property of the Disclosing Party. The Receiving Party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Receiving Party employs with respect to its own information of a similar nature. Notwithstanding any other provision of this Master Agreement, with respect to disclosures to the AOC or any member of the Purchasing Group, the AOC’s and such Purchasing Group member’s compliance with this paragraph 21 will (a) be subject to compliance with all applicable laws, and (b) only apply if the AOC’s Contract Manager consents in writing in advance, on a disclosure-by-disclosure basis, that the disclosure will be protected as set forth in this paragraph 21,

which consent shall not be unreasonably withheld. The Receiving Party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 21 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the Receiving Party shall endeavor to give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the Receiving Party without violating the Disclosing Party's proprietary rights as shown by the Receiving Party's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the Receiving Party at the time of disclosure, as shown by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between AOC and Contractor, (5) is rightfully received by the Receiving Party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

22. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC, which consent shall not be unreasonably delayed or withheld.

23. REQUESTS; COMMUNICATION; NOTICE:

(a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

_____, AOC Contract Manager
Judicial Council of California
Administrative Office of the Courts
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833-3509
Telephone: 916-263-1779
FAX: 916-263-5167

(b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

_____, AOC Project Manager
Judicial Council of California
Administrative Office of the Courts

Telephone: _____
FAX: _____

(c) Notice to Contractor concerning this Master Agreement or any Work Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

(d) Notice concerning this Master Agreement or any Work Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

(e) Except as otherwise provided in paragraph 7, Dispute Resolution, all requests, communications and notices concerning a Work Order between Contractor and a Purchasing Group member must be made through the Work Order Project Manager for the Purchasing Group member.

24. **ASSIGNMENT:** Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.
25. **BACKGROUND CHECKS:** Contractor shall cooperate with members of the Purchasing Group if the Purchasing Group member decides to perform background checks on Contractor or any of its officers, employees, agents, or subcontractors, by providing, at no additional cost to the Purchasing Group member, all releases, waivers and permissions requested by the Purchasing Group member.
26. **PUBLICITY:** Following execution of this Master Agreement, AOC and Contractor may issue a press release, the form and substance of which must be mutually agreeable to the parties, announcing the relationship created by this Master Agreement. Except as expressly contemplated by this paragraph 26, neither the AOC nor Contractor shall issue any additional press release which mentions the other party or the transactions contemplated by this Master Agreement without the prior written consent of the other party which consent will not be unreasonably withheld.
27. **GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.
28. **CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Work Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Work Order.

29. **SURVIVAL:** Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.
30. **SIGNATURE AUTHORITY:** The parties signing this Master Agreement certify that they have proper authorization to do so.
31. **ENTIRE AGREEMENT:** This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.

EXHIBIT A
STATEMENT OF WORK

[This Exhibit will be completed based on the requirements of the RFP and vendor's proposal]

EXHIBIT B PAYMENT

1. Payment provisions based on Contractor's proposal will be included in the final contract.
2. Payment will be provided to Contractor by the Purchasing Group member within 45 days of acceptance of work.

3. Travel Rate Guidelines

The Purchasing Group's policy and limits on reimbursable travel-related expenses are listed below.

Lodging – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6.
2. Lunch – Up to \$10.
3. Dinner – Up to \$18.

For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of \$.585 per mile

**EXHIBIT C
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Acceptance status:

Unacceptable, as noted above.

Substantial Completion is granted; issues to be addressed in Punch List.

Acceptance is granted.

Name: _____

Title: _____

Date: _____

END OF FORM

ATTACHMENT B
PURCHASING GROUP ADDRESS LIST

(See separate PDF file for RFP posted on AOC website)

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Vendor) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this proposal.

I acknowledge that if Vendor or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendor or any of its subcontractors subsequently become delinquent in California taxes, our proposal may be disqualified.

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal**

**ATTACHMENT D
 RESPONSE TEMPLATE**

A. GENERAL REQUIREMENTS	<u>Vendor's Response</u>
Indicate if your product includes the following functionality:	
1. Recruitment	
• Provides customized online job application	Yes ____ No ____
• Accepts job applications online	Yes ____ No ____
• Provides online applications integration with courts website	Yes ____ No ____
• Provides online job announcements and descriptions	Yes ____ No ____
• Attracts "passive" applicants with automatic job interest cards	Yes ____ No ____
• Proactively searches applicant databases	Yes ____ No ____
• Provides real-time database of all applicant information	Yes ____ No ____
• Provides recruitment and examination planning	Yes ____ No ____
• Provides central repository for court applicants statewide	Yes ____ No ____
• Provides professional, hourly and temporary recruiting platforms	Yes ____ No ____
• Provides ability to transfer pre-implementation history	Yes ____ No ____
• Provides ability to define security levels and access for hiring managers, directors, and Human Resource department	Yes ____ No ____
• Generates recruitment letters and email (e.g. application acknowledgement, exam/interview appointments, letter of employment, etc.)	Yes ____ No ____
2. Selection	
• Creates, stores, and re-uses customized supplemental questions	Yes ____ No ____
• Screens applicants automatically as they apply	Yes ____ No ____
• Provides scoring plan options per recruitment, or copies existing scoring plans	Yes ____ No ____
• Provides automatic test processing	Yes ____ No ____
• Provides test analysis and passpoint setting	Yes ____ No ____
• Scores, ranks, and refers applicants	Yes ____ No ____
• Creates and maintains certification/eligibility lists	Yes ____ No ____

3. Applicant Tracking	
• Provides e-mail and hardcopy notifications	Yes ____ No ____
• Provides Equal Employment Opportunity Data (EEO) collection and reports	Yes ____ No ____
• Tracks applicants by salary steps	Yes ____ No ____
• Schedules written, oral, and other interviews and exams	Yes ____ No ____
• Provides detailed applicant history record	Yes ____ No ____
• Provides skills tracking and matching	Yes ____ No ____
4. Internal Human Resource Automation	
• Creates and routes job requisitions	Yes ____ No ____
• Refers and certifies applicants electronically	Yes ____ No ____
• Scans paper application materials	Yes ____ No ____
5. Security and Technical Requirements	
• Vendor provides secured access and a controlled environment.	Yes ____ No ____
• Vendor's system uses SSL authentication.	Yes ____ No ____
• Assures protection of Purchasing Group member's information and data security.	Yes ____ No ____
• Vendor's application is password protected with user level permissions.	Yes ____ No ____
• Vendor manages their firewalls and services 24/7.	Yes ____ No ____
• System must require minimal local information technology (IT) support.	Yes ____ No ____
• Vendor hosts the application service provider	Yes ____ No ____
• System is compatible with SAP (file exportable into SAP)	Yes ____ No ____
• System is fully web-based	Yes ____ No ____
• Vendor is able to provide all technical support	Yes ____ No ____
• Web pages can be customized	Yes ____ No ____
• Vendor's solution is compatible with multiple browsers	Yes ____ No ____
• Vendor's data back-up uses a, multifaceted disaster recovery model	Yes ____ No ____
• Vendor's solution operates on a multi-tiered load balanced architecture and modular design to add new users and products without interruption.	Yes ____ No ____
• Vendor must provide a separate environment for testing so that live data is not manipulated.	Yes ____ No ____

6. Product Upgrades	
<ul style="list-style-type: none"> Describe the process for product upgrades, including how often upgrades are provided, the process, and any cost, if applicable 	
B. IMPLEMENTATION	
<ul style="list-style-type: none"> Describe the implementation plan that will be provided to each Purchasing Group member prior to implementation. The implementation plan will include but is not limited to; kick off/program meetings, identification of court responsibilities, pre-implementation activities and follow-on training and support. 	
<ul style="list-style-type: none"> Software shall be completely operational and tested for functionality by the vendor. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will provide on-site pre-implementation training at the Purchasing Group member location. 	Yes ____ No ____
<ul style="list-style-type: none"> Completion of each court's implementation will be within 90 days of receipt of the order. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will provide all materials, product or equipment, and labor necessary for the implementation of software. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will be responsible for transporting all ordered products and/or materials to the end Purchasing Group member's facility prior to implementation. 	Yes ____ No ____

C. WARRANTY/GUARANTEE	
1. Describe all warranties and guarantees offered on software	
2. Certifications and Verifications	
All products offered for sale by the vendor to the Purchasing Group under any Master Agreement that may result from this RFP will be compliant with all standards and regulations required by all federal agencies and state and local governmental entities.	Yes ____ No ____
D. SUPPORT SERVICE	
1. Ordering Process	
<ul style="list-style-type: none"> Describe your process for establishing and maintaining individual customer accounts for any Purchasing Group member that elects to place an order under any contract resulting from this RFP. 	
<ul style="list-style-type: none"> Vendor will provide the Purchasing Group member with the total cost and lead time required for implementation of the employment recruitment software solution. The total cost will itemize the cost of the products and implementation. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will coordinate the implementation dates with the Purchasing Group member prior to finalizing the order. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will provide the Purchasing Group member placing an order with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, implementation dates, and contact information. 	Yes ____ No ____
<ul style="list-style-type: none"> Vendor will provide and maintain a toll-free number for ordering, inquiries, and customer service. 	Yes ____ No ____

2. Customer Support	
The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:	
<ul style="list-style-type: none"> • Vendor's customer service organizational structure. 	
<ul style="list-style-type: none"> • Vendor will provide call in help desk support Monday through Friday, 7:00am through 6:00pm Pacific Time. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will provide On Line Help Desk capabilities for logging issues 24/7. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will issue tracking system capabilities. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will provide acknowledgement to initiator < 20 minutes of logging issue electronically. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will provide resolution or update of logged issues within 48 business hours. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will provide prior notification of scheduled system down time. 	Yes ____ No ____
<ul style="list-style-type: none"> • Vendor will provide notification including estimated resolution time for unplanned system outages within 30 minutes of occurrence. 	Yes ____ No ____
<ul style="list-style-type: none"> • Describe your contact process and contact person identified by position in the company (phone, email, fax, etc.). 	Yes ____ No ____
<ul style="list-style-type: none"> • Describe your follow-up process. 	
<ul style="list-style-type: none"> • Describe your internal procedures to track customer service contact and resolution. 	
<ul style="list-style-type: none"> • Describe your escalation process to resolve outstanding customer service issues. 	
3. Reports	
General	
<ul style="list-style-type: none"> • Collect and report on EEO data 	Yes ____ No ____
<ul style="list-style-type: none"> • Analyze and report on applicant flow 	Yes ____ No ____
<ul style="list-style-type: none"> • Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc. 	Yes ____ No ____
4. Program reporting	
Vendor will provide monthly reports to the designated AOC Contract Manager no later than thirty (30) days after the end of each quarter and shall include a	Yes ____ No ____

<p>list of Purchasing Group members along with the names and addresses of the locations serviced. The report will also contain a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues. Additionally, the monthly report will provide a summary containing a breakdown of the number of Purchasing Groups and locations added during the month reported.</p>	
<p>E TRAINING</p>	
<ul style="list-style-type: none"> • Vendor will provide instructor lead on-site training, tutorials and other training resources including but not limited to; e-mails, reference manuals, conference calls, seminars, etc. 	<p>Yes ____ No ____</p>

**ATTACHMENT E
 PRICING SHEETS**

Requirement	Description	Pricing
<u>On-line Employment recruitment Software and Support</u>	Software Application \$	Software price: \$
	Implementation: Indicate if reimbursable expenses are applicable. Note that <u>Section 3.1.2</u> of this RFP addresses reimbursable expenses and they must conform to <u>Travel Rate Guidelines</u> included in <u>Attachment A</u> of this RFP.	Implementation Price: \$.
	Training:	Training price (if applicable): \$
	Software Maintenance/Support:	Software Maintenance/Support: \$
	Other applicable costs: Indicate whether or not there are any other applicable costs (please itemize).	Other applicable costs: \$.

**ATTACHMENT F
DVBE PARTICIPATION FORM**

Vendor Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch’s 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. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

“Contractor’s 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

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

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

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/VENDOR'S SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Percentage of Total Contract: DVBE _____%

2. Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

3. Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

GRAND TOTAL: DVBE _____%

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

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

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (Complete each subject line.)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

PART C - CERTIFICATION (to be completed by **ALL Vendors**)

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 proposal 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 Public Contract Code that establishes the following penalties for State of California 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 of California for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State of California for up to three (3) years.

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

<i>Firm Name of Vendor:</i>	
<i>Signature of Person Signing for Vendor</i>	
<i>Name (printed) of Person Signing for Vendor</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	