



REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

Proposals to enter into a Master Agreement to provide temporary staffing services to the Judicial Council of California and Judicial Branch Entities.

RFP TITLE: MASTER AGREEMENTS FOR TEMPORARY STAFFING SERVICES

RFP NUMBER: HR-2021-29-DM

PROPOSAL DUE: 1:00 P.M. PACIFIC TIME, APRIL 1, 2022

1.0 GENERAL INFORMATION

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

1.2 The Human Resources office of the Judicial Council provides a full range of human resources services to the California Judicial officers and to employees of the Supreme Court of California, the six (6) California Courts of Appeal, the Judicial Council, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP). Human Resources is responsible for tracking and reporting temporary staffing needs throughout the Judicial Council.

2.0 PURPOSE OF THIS RFP

2.1 This RFP is being issued by the Judicial Council (“Establishing Judicial Branch Entity” or “Establishing JBE”), on behalf of itself and four other Judicial Branch Entities:

1. California Supreme Court
2. California Courts of Appeal
3. The Habeas Corpus Resource Center (HCRC)
4. Commission on Judicial Performance (CJP)

Any of the above four Judicial Branch Entities shall have the right to place orders under the resulting Master Agreement(s) by entering into a Participating Addendum (Attachment 2, Appendix H) with the Contractor(s). For the Establishing JBE, no additional Participating Addendum is necessary. Any of the above four Judicial Branch Entities that enters into a Participating Addendum with the Contractor(s) pursuant to the resulting Master Agreement(s) is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).

The Judicial Council seeks to identify and retain up to two qualified temporary staffing Contractors (Master Agreement Holders) to supply the Judicial Council, and any participating Judicial Branch Entities (JBE’s), each a “Participant,” with high-quality, cost-effective, professional and administrative temporary staff. The master agreement holders will serve as the qualified bid list for Participant’s professional administrative staff requirements for the duration of the master agreement contract term. This RFP is the means for prospective temporary staffing contractors to submit their qualifications and proposal response to the Judicial Council and request selection as a result of this RFP.

2.2 **Contract Term:** The Judicial Council anticipates awarding master agreements for an **initial one-year term**, with two (2) one-year option terms for a potential maximum total of

three years. The initial term of each master agreement is anticipated to cover the period of **June 24, 2022** through **June 23, 2023**. Each of the two options terms may be exercised at the Judicial Council's sole discretion.

2.3 The Judicial Council does not guarantee that master agreement awardees will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of Temporary Agency Staff Work Orders & Exemption ("Work Order(s)") the Participant's may issue under a master agreement, nor will there be any specific limitations on the quantity, minimum and/or maximum value of the individual Work Orders.

2.4 This RFP will cover temporary staffing service needs for the Judicial Council headquartered in San Francisco, and its regional office located in Sacramento, California. Additionally, there may be occasional needs that arise in various cities throughout California. The Court of Appeals are located in San Francisco, San Jose, Sacramento, Fresno, Los Angeles, Ventura, Riverside, Santa Ana, and San Diego. The California Supreme Court, HCRC, and CJP are located in San Francisco, California. A JBE may opt to participate in the Judicial Council's temporary staffing services master agreement by entering into a Participating Addendum as their temporary staffing needs arise. After a Participating Addendum has been presented to the Contractor by a Participating Entity, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each Participating Entity in accordance with the terms of the resulting Master Agreement and the applicable Participating Addendum.

After an Order has been issued to the Contractor by the Judicial Council or a Participating JBE, the Contractor shall provide the Judicial Council or that Participating JBE with acknowledgement of the Order, within one (1) business day of receipt. The acknowledgement shall be submitted by facsimile or email. The Order is not binding until the Contractor provides acknowledgement of the Order to the Judicial Council or the Participating JBE authorizing the Order.

3.0 SCOPE OF SERVICES

3.1 The qualified temporary staffing bidders selected as a result of this RFP will be awarded master agreements that will serve as the complete list of master agreement holders for the JBE's to obtain professional temporary staffing services for the duration of the master agreement term and any awarded option terms, in accordance with Appendix C, General Provisions of Attachment 2.

3.2 The Judicial Council and the participating JBE will solicit master agreement holders to fill individual professional temporary staff requirements by issuing a Work Order form (Form C of Appendix G, Attachment 2) to any number of the master agreement holders.

3.3 Master Agreement holders will staff temporary work orders, on request and within the requested time frame, with individuals who possess the required minimum qualifications

required by the classification specification and the desirable qualifications requested in order to perform the assignment to the fullest capacity.

3.4 Master Agreement holders will use their best efforts to continue providing the Judicial Council with the temporary services of any temporary staff who were providing temporary services through the Judicial Council's previous temporary staffing services provider, just prior to the Effective Date of the resulting Master Agreement, should the need for the continued temporary services exist.

3.5 Provide regular daily follow-up by email or phone with JBE Project Manager on temporary positions that have not been filled, or require replacement temporary staff.

3.6 If unable to provide qualified candidates through its database by the designated due date stated on an Order, Master Agreement holders may use pre-approved subcontracted temporary staffing agency firm(s) to provide qualified candidates.

3.7 Provide and conduct background checks, and past employment references for selected candidates within a reasonable time frame, using Reference Check Template in **Attachment 2, Appendix G, Form B**. All Master Agreement Holders shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. If the Master Agreement Holders use an outside company to conduct background checks, the Master Agreement Holders shall only use registered, licensed investigators.

3.8 Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates and cost or hours to fulfill for temp-to-hire conversion, if any.

3.9 Provide ad hoc and detailed monthly temporary staffing reports, which will include at least: name of employee, unit or office in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, total regular hours worked, total overtime hours worked, and total amount invoiced.

3.10 Provide a single point of contact to support the entire account for this Master Agreement, allowing the Judicial Council to interview potential replacements in the event a change of the point of contact is required.

3.11 Provide all required sexual harassment training, safety practices/training, and any education or training as required by law.

3.12 Will strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The Master Agreement Holders must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the Judicial Council. When applicable, the Master Agreement Holders must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA).

3.13 Assignment Request

1. A JBE Order Project Manager may call or email the Master Agreement Holder's Account Manager to request temporary personnel for an Assignment.
2. The Judicial Council's or Participating JBE's request will include, but will not be limited to: (i) a description of the type of service or work requested; (ii) the Start Date and End Date for the Assignment; (iii) the Work Location; (iv) the Work Schedule; (v) any certifications that may be required; (vi) the level of expertise and/or education required; and (vii) any special conditions that may apply to the Assignment.
3. The JBE Order Project Manager will forward a draft work order to the Master Agreement Holder's Account Manager. Upon the Master Agreement Holder's receipt of a draft work order from the JBE Order Project Manager, the Master Agreement Holder's Account Manager will forward introductions of potential candidates via email to the JBE Order Project Manager.
4. The JBE Order Project Manager may occasionally refer a potential candidate for an Assignment. The Master Agreement Holder's Account Manager will (i) interview the candidate; (ii) will process the candidate as an employee of the Master Agreement Holder or employee of a Subcontractor, as appropriate; and (iii) will submit a response to the Judicial Council's or Participating JBE's request that includes such candidate for consideration of the Assignment.
5. Each candidate to be considered for an Assignment shall be introduced in a separate email containing, at a minimum: (i) candidate's resume; (ii) the Salary Rate or Subcontractor Billing Rate, as applicable; (iii) the appropriate Contractor Mark-up, JBE Referral Mark-up, Subcontractor Mark-up, and/or discount, as applicable; (iv) the Billing Rate; (v) the Classification; and (vi) the applicable Conversion Period.

3.14 Recruiting, Interviewing and Selection

1. The Master Agreement Holder will pre-qualify the prospective candidates to determine acceptability and the candidate's ability to meet the requirements of the Assignment, including but not limited to, skill level, flexibility, professionalism, and communication skills.
2. The Master Agreement Holder will verify the prospective candidates' employment information and references. The Master Agreement Holder shall conduct personal background checks, including criminal background checks at the county level (e. g., counties of residence for the last seven years) and at the federal district level (e.g., Federal District Court, Northern California), on all prospective candidates within one week of beginning an Assignment under this Agreement. The actual cost for any background checks will be paid by the Judicial Council or Participating JBE from an Order.

3. The Master Agreement Holder will inform all prospective candidates of the Master Agreement Holder's requirements and the prospective candidate's obligations pursuant to the Administrative Requirements, below, if the candidate is selected to provide temporary services to the Judicial Council.

3.15 Administrative Requirements

The Master Agreement Holder shall inform all Assigned Personnel that: (i) said Assigned Personnel is not entitled to the provision of any Judicial Council employee benefit. Master Agreement Holder's and their Subcontractor's Personnel are not employees of the Judicial Council or Participating JBEs; and (ii) said Assigned Personnel are bound by the terms and conditions of Attachment 2, **Appendix C, paragraph 2.4, Conflict of Interest.**

3.16 Use of Approved Subcontractors

1. As set forth in Attachment 2, **Appendix C, Section 8**, the Master Agreement Holder may utilize Subcontractors for the work of the resulting Master Agreement, provided that the Judicial Council has approved of the use of the proposed Subcontractor. Master Agreement Holder's Subcontractors will be expected to agree to the terms and conditions of the resulting Master Agreement.
2. All Assigned Personnel that are submitted through an approved Subcontractor will be required to meet the same requirements as Assigned Personnel submitted directly by the Master Agreement Holder.

3.17 New Subcontractor and/or New Classification and Rates

1. Upon the JBE's Order Project Manager's request and on a case-by-case basis, the Master Agreement Holder's Account Manager will provide the following, in writing, to the Judicial Council Program Manager, as applicable: (i) quote a new Salary Rate, or Subcontractor Billing Rate, for a Classification, which is not set forth in Attachment 2, **Appendix E**, Classification, or (ii) propose a new Subcontractor's name, address, and qualifications, as needed, and quote a new Subcontractor Billing Rate for the applicable Classification, as set forth in Appendix E, Classifications.
2. The parties' agreement of a new Classification and the applicable Salary Rate or Subcontractor Billing Rate, and Billing Rate with applicable contractual mark-up, will be documented in writing and incorporated into the resulting master agreement via a subsequent Amendment. Prior to the Amendment, but after the new Classification and rates have been agreed upon and documented in writing, the parties may process an Order, as set forth herein, that includes the new Classification and associated rates.
3. The parties' agreement of a new Subcontractor and the applicable Subcontractor Billing Rate, and Billing Rate with Subcontractor Mark-up, will be documented in writing and incorporated into the resulting master agreement via a subsequent Amendment. Prior to

such Amendment, but after the new Subcontractor and rates have been agreed upon and documented in writing, the parties may process a candidate for an Assignment, as set herein, from the new Subcontractor and associated rates.

3.18 Authorization of An Order

Upon completion of the selection process, the JBE Order Project Manager will notify the Master Agreement Holder of an Order begin awarded by forwarding the Order to the Master Agreement Holder's Account Manager; thereby providing the Master Agreement Holder an authorized Order. JBE Order Project Manager will also notify any other Master Agreement Holders that may have placed potential temporary staff forward for interviewing that were not selected.

3.19 Termination of Assignment and Conversion

1. The Master Agreement Holder is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.
2. If the Assignment is terminated for unsatisfactory performance, the Master Agreement Holder shall: (i) contact the Assigned Personnel as directed by the Judicial Council and inform the Assigned Personnel that the Assignment has been terminated; (ii) arrange for next-day pick up of any badge, security card, Material or Data that the Assigned Personnel may have in their possession and its return to the Judicial Council; and (iii) arrange for pickup of any personal items left at the Judicial Council's premises on the following business day and return of such items to the Assigned Personnel.
3. When an Assignment is ended for other than unsatisfactory performance, the Judicial Council or Participating JBE will, if it is reasonably able to do so, provide the Master Agreement Holder Notice five (5) Days prior to the date of termination. Upon such Notice, the Master Agreement Holder shall: (i) inform the Assigned Personnel of the date that the Assignment will terminate; (ii) instruct the Assigned Personnel that any badge, security card, Material or Data that the Assigned Personnel may have in their possession must be returned to the Judicial Council or Participating JBE on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the Judicial Council's or Participating JBE's premises on the last day of the Assignment.
4. An Assignment may be terminated by the Judicial Council or Participating JBE, at no charge to the Judicial Council or Participating JBE, if the Judicial Council or Participating JBE elects to hire the Assigned Personnel as an employee, as allowed, after the Conversion Period, which is after the Assigned Personnel has performed _____ (TBD) hours of work for the Judicial Council or Participating JBE. However, the Judicial Council may elect to hire any Assigned Personnel converted from the Judicial Council's prior temporary service provider, during the Initial Term, irrespective of any Conversion Period and at no Conversion.

3.20 Replacement of Contractor and Assigned Personnel

A. Replacement of Contractor's Personnel (Key Staff)

i. The Judicial Council has the right to review resumes and interview the Master Agreement Holder's proposed Key Staff provided to the Judicial Council under the resulting Agreement prior to commencement of the work. If, in the Judicial Council's reasonable opinion, the proposed Key Staff is unsatisfactory or does not meet the Judicial Council's requirements, the Master Agreement Holder shall submit a different candidate for consideration.

ii. The Master Agreement Holder's Key Staff will have the ability and authority to make decisions commensurate with his or her role and level of responsibility regarding the work of the resulting Master Agreement. Any revision to the individual(s) identified as Key Staff must be approved in writing.

iii. The Master Agreement Holder shall use its best efforts to retain the same individuals during the performance of the work of this Master Agreement. If the Master Agreement Holder's Key Staff become unavailable during the term of the resulting Master Agreement, the Master Agreement Holder will supply a substitute acceptable to the Judicial Council.

iv. The Judicial Council reserves the right to disapprove the continuing assignment of the Master Agreement Holder's Key Staff provided to the Judicial Council under the resulting Agreement, if in the Judicial Council's opinion, the performance of the Master Agreement Holder's Key Staff is unsatisfactory. If the Judicial Council exercises this right and approves a replacement candidate, the Master Agreement Holder shall immediately, within a commercially reasonable time, assign the replacement personnel, possessing equivalent or greater experience and skills.

v. If the Master Agreement Holder's Key Staff become unavailable and the Master Agreement Holder cannot furnish a substitute acceptable to the Judicial Council, the Judicial Council may terminate the resulting Master Agreement for cause pursuant to Attachment 2, Appendix C, General Provisions, paragraph 7.

B. Replacement of Assigned Personnel

i. If the Judicial Council or a Participating JBE requests that the Master Agreement Holder remove Assigned Personnel pursuant to **Section 3.19**, Termination of Assignment and Conversion, the Judicial Council or Participating JBE may, at its sole option, request that the Master Agreement Holder provide a replacement candidate. If the Judicial Council or Participating JBE makes such a request, the Master Agreement Holder shall submit a response to the Judicial Council or Participating JBE's request as soon as practicable. The Master Agreement Holder's response will include resumes of the qualified candidates. In no event will the Master Agreement Holder require more

than ten (10) business days to submit such a response, unless the parties have agreed to an extended time period.

ii. If the Master Agreement Holder identifies a replacement candidate that meets the Judicial Council's or Participating JBE's requirements and the Judicial Council or Participating JBE agrees the Judicial Council or Participating JBE may, at its sole option, either amend the Order to reflect the change in Assigned Personnel or issue a new Order.

iii. In the event the Judicial Council or Participating JBE does not agree to a replacement candidate and the Master Agreement Holder is unable to find another suitable candidate for the Judicial Council or Participating JBE, the Judicial Council or Participating JBE may terminate the Order, in accordance with Appendix C, paragraph 7, Termination for Convenience. Upon the effective date of termination of the Order, the Master Agreement Holder will not be obligated to complete the work of that Order and the Judicial Council or Participating JBE may submit the same or similar work order for bidding from other Master Agreement Holders.

3.21 Reports

Upon request, the Master Agreement Holder will provide, at no charge, detailed staffing reports that will include, at a minimum, the assigned Order Number, expenditures under the Order to-date, the name of the Assigned Personnel, the unit or office in which the individual works or worked, the Hiring Manager and/or Reports To person named on the Order, the original Start Date, the current End Date, Classification, and the applicable Billing Rate.

4.0 EXISTING WORK ORDERS

Any and all existing Work Orders will expire at the end of the current contract which is June 23, 2022. Below is a list, as of January 31, 2022 of the existing temporary personnel as well as new work orders that will need to be transitioned to a Master Agreement Holder or Master Agreement Holders under the new Master Services Agreement effective June 24, 2022 in order to continue with their assignment.

Bidder should provide Conversion Salary Rates in **Attachment 12** for any classifications from the below list that your company is able to accept work orders from Judicial Council or participating JBE's. NOTE: a number after the Classification indicates the number of positions that will need to be transitioned under the new Master Services Agreement.

Position Information/Classification
Analyst I (1)
Analyst II (1)
Analyst III (2)
Administrative Assistant II (1)
Labor & Employee Relations Analyst II (1)

5.0 PROCUREMENT SCHEDULE

- 5.1 The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.:

No.	Key Event	Key Date
1	RFP issued	February 8, 2022
2	Deadline for questions Solicitations@jud.ca.gov	March 2, 2022 No later than 1:00 PM, Pacific Time.
3	Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	March 18, 2022
4	Latest date and time proposal may be submitted to Solicitations@jud.ca.gov	April 1, 2022 No later than 1:00 PM, Pacific Time.
5	Anticipated interview dates, if needed (<i>estimate only</i>)	Week of April 11, 2022
6	Evaluation of proposals (<i>estimate only</i>)	April 18-22, 2022
7	Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	May 6, 2022
8	Negotiations and execution of contract (<i>estimate only</i>)	May 9-13, 2022
9	Contract start date (<i>estimate only</i>)	June 24, 2022
10	Contract end date (<i>estimate only</i>)	June 23, 2023

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6.0 RFP ATTACHMENTS

The following Attachments are included as part of this RFP.

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Judicial Council Master Agreement Terms and Conditions-Non- IT	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a JBE Master Agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: DVBE Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 10: Bidders Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 11: Evaluation Criteria & Proposal Submission Form	The Proposer must use the Evaluation Criteria & Proposal Submission Form in submitting their proposal.
Attachment 12: Pricing Submission Form	The Proposer must use the Pricing Submission Form in submitting their proposal. On this form, the Proposer must provide hourly rates per classification, per term, mark-up percentages, and other pricing requirements.

7.0 PAYMENT INFORMATION

Payment information is defined in **Attachment 2, Master Agreement, Appendix B, Payment Provisions.**

8.0 SUBMISSION OF PROPOSALS

8.1 Proposals should provide straightforward, concise information that satisfies the requirements of *Section 9.0, Proposal Contents*. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

8.2 The Proposer must submit its proposal electronically in two parts, the technical proposal and the cost proposal.

8.21 **Technical Proposal.** The Proposer must submit their Technical Proposal as a *separate attachment* from the Cost Proposal to an email sent to solicitations@jud.ca.gov.

- 1) The Technical Proposal must be signed by an authorized representative of the Proposer.
- 2) The Technical Proposal must include all components required in **Section 9.1, Technical Proposal**, including **Attachment 11**.
- 3) The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.

8.22 **Cost Proposal.** The Proposer must submit their Cost Proposal *as a separate attachment* from the Technical Proposal to an email sent to: solicitations@jud.ca.gov

- 1) The Cost Proposal must be signed by an authorized representative of the proposer.
- 2) The Cost Proposal must include all components required in **Section 9.2, Cost Proposal**, including **Attachment 12**.
- 3) The Cost Proposal must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Cost Proposal attachments.

8.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time.

Late proposals will be rejected. Only written proposals via email will be accepted. Proposals may not be transmitted by fax.

9.0 PROPOSAL CONTENTS

9.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a) The proposer must prepare a **cover letter** on the prime proposer's business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his or her firm to all statements contained in the proposal. The cover letter must state who the proposed prime supplier is (legal business name), name the proposed subcontractors, if any, and provide the name, title, physical address, email address, and telephone number of one individual who is the proposer's designated representative and single point of contact.
- b) The proposer's technical proposal must be submitted using **Attachment 11**, Evaluation Criteria & Proposal Submission Form.
- c) Any proposal containing information that proposer considers confidential and/or proprietary must comply with the requirements set forth in Attachment 1, Administrative Rules Governing Requests for Proposals.
- d) Acceptance of the Terms and Conditions
 - i) On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii) **If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions** that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- e) Certification, Attachments, and other requirements.
 - i. Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
 - ii. Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that

Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. **Proposer shall provide a copy of their Certificate of Status with the Secretary of State of California. The Judicial Council may verify by checking with California's Office of the Secretary of State.**

- iv. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- v. Proposer must complete the Payee Data Record Form (**Attachment 6**) and submit the completed form with its proposal.
- vi. The Proposer must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.
- vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 8**) and submit the completed certification with its proposal.
- viii. If Proposer wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation, Proposer must complete and submit the DVBE Declaration form (**Attachment 9**) with its proposal.
- ix. Each DVBE that will provide services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the Bidder Declaration form (**Attachment 10**) with its proposal.

9.2 Cost Proposal. The Proposer's Cost Proposal must be submitted using **Attachment 12**, Pricing Submission Form. **Cost/fee proposals should provide pricing for all three potential term years.**

10 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for **120 days** following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

11 EVALUATION OF PROPOSALS

11.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents in **Section 9.0**. Any incomplete proposals

may be deemed non-responsive or non-compliant and may be rejected by the Judicial Council. The Judicial Council will notify a Proposer if its proposal has been rejected.

- 11.2 The evaluation team will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Maximum possible points are included for each criterion listed, the points indicate relative weight or importance given to each criterion.
- 11.3 Upon selection of the preferred contractor (s) to which the Judicial Council intends to award master agreements, the Judicial Council will post an intent to award notice at <http://www.courts.ca.gov/rfps.htm>.
- 11.4 It shall be the sole responsibility of prospective proposers to monitor the Court Website to ascertain whether the Judicial Council has issued an addendum changing any element of the RFP, including key events or their key dates.

CRITERION	Maximum number of points
Methodologies (Attachment 11-A)	15
Staffing Industries & Classification Titles (Attachment 11-B)	20
Key Staff (Attachment 11-C)	10
Acceptance of Terms and Conditions (Attachment 11-D)	15
Viability of Firm (Attachment 11-E)	7
Cost (Attachment 12)	30
DVBE Incentive	3
Maximum Number of Points	100

12 INTERVIEW AND NEGOTIATIONS

Council staff may conduct interviews with Proposers to clarify aspects set forth in their proposals or to finalize the contract terms and conditions, including cost. Interviews and

negotiations may be conducted by phone or videoconference. The Judicial Council will directly notify eligible Proposers regarding interview arrangements.

13 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 13.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 13.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in **Section 11** above.
- 13.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations on non-IT goods and IT good and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 13.4 If Proposer wishes to seek the DVBE incentive:
 - 13.4.1 Proposer must submit with its proposal a DVBE Declaration (**Attachment 9**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
 - 13.4.2 Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 10**). Proposer must submit with the Bidder declaration all materials required in the Bidder Declaration.
- 13.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- 13.6 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

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FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and nonresponsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is **March 22, 2022** (Indicate Solicitation Number and Name of Your Firm in the email subject line). Protests must be sent to:

Judicial Council of California
Branch Accounting and Procurement, Administrative Division
Attn: Protest Hearing Officer, RFP Number: **HR-2021-29-DM**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

End of RFP