

## **ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS**

### **A. General**

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A temporary staffing agency's proposal is an irrevocable offer for 60 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

### **B. Errors in the solicitation document**

1. If a temporary staffing agency submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the temporary staffing agency shall immediately provide the AOC with 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 an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If, prior to the date fixed for submission of proposals, a temporary staffing agency 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 temporary staffing agency shall propose at its own risk, and if the temporary staffing agency is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **C. Questions regarding the solicitation document**

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

2. Temporary staffing agencies interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document to the email address set forth under Submission of Questions section of the coversheet of this RFP. If the temporary staffing agency is requesting a change, the request must set forth the recommended change and the temporary staffing agency's reasons for proposing the change. All questions and requests must be submitted in writing no later than the deadline set forth under Submission of Questions section of the coversheet of this RFP; questions or requests submitted after the due date will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

**D. Addenda**

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>). If any temporary staffing agency determines that an addendum unnecessarily restricts its ability to bid, it must notify the State by sending an email to the email address set forth under Submission of Questions section of the coversheet of this RFP, no later than one day following the receipt of the addendum.

**E. Withdrawal and resubmission/modification of proposals**

1. A temporary staffing agency may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the temporary staffing agency and submitted to the individual and address set forth under Submission of Proposal section of the coversheet of this RFP. The temporary staffing agency may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the Proposal Due Date and Time section listed on the coversheet of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal Due Date and Time section listed on the coversheet of this RFP.

**F. Evaluation process**

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

2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a temporary staffing agency's representative to answer questions with regard to the temporary staffing agency's proposal. Failure of a temporary staffing agency to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

**G. Rejection of bids**

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a temporary staffing agency from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual temporary staffing agencies if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

**H. Award of contract**

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

**I. Decision**

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be sent to the email address set forth under Submission of Questions section on the coversheet of this RFP, where it will be forwarded to the appropriate AOC's Contracting Officer.

**J. Execution of contracts**

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 60 days of selecting a proposal that best meets its requirements. However, exceptions taken by a temporary staffing agency may delay execution of a contract.
2. A temporary staffing agency submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

**K. Protest procedure**

1. General

Failure of a temporary staffing agency to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or 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 section listed on the coversheet of this RFP. The protestor shall have exhausted all administrative remedies discussed in this Attachment A prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A temporary staffing agency 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:

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Administrative Rules Governing Requests for Proposals

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

Protests must be received no later than five (5) business days after the protesting party receives a non-award letter.

4. Form of Protest

A temporary staffing agency who is qualified to protest should submit the protest to the individual at the address listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate AOC's Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address 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.

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 will provide a written determination to the protestor prior to the Proposal Due Date and Time section listed on the coversheet of this RFP. If required, the AOC may extend the Proposal Due Date and Time section listed on the coversheet of this RFP to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the temporary staffing agency 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 temporary staffing agency. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The AOC's Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the AOC's Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The AOC's Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the AOC's Contracting Officer's decision; or
- c. The decision of the AOC's Contracting Officer was in error of law or regulation.

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Attachment A  
Administrative Rules Governing Requests for Proposals

The temporary staffing agency's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the temporary staffing agency filing the appeal or their representative;
- b. A copy of the AOC's 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 AOC's Business Services Manager will review the request and the decision of the AOC's Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

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

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

**L. News releases**

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

**M. Disposition of materials**

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the temporary staffing agency submitting the proposal. One copy of a submitted proposal, usually the original proposal with signatures, will be retained for official files and become a public record. Any material that a temporary staffing agency considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the temporary staffing agency's proposal as it may be made available to the public.

**N. Payment**

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected temporary staffing agency.

*END OF ATTACHMENT*