



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division, for the Human Resources Division

DATE: September 15, 2005

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Proposals to provide a full-range of temporary staffing services to the Administrative Office of the Courts.

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

Project Title: Temporary Staffing Services
RFP Number: HR 05-01

SUBMISSION OF QUESTIONS: Submit questions to the following email address and include Project Title and RFP Number in subject line: solicitations@jud.ca.gov.

Deadline for submittal of questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document is 1:00 p.m. on September 27, 2005.

PROPOSAL DUE DATE AND TIME: **Proposals must be received by 1:00 p.m. on October 14, 2005.**

SUBMISSION OF PROPOSAL: Deliver proposals to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

1.0 GENERAL INFORMATION

1.1 Judicial Council of California, Administrative Office of the Courts

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

1.2 AOC's Human Resources Division

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

2.0 RFP'S PURPOSE AND ATTACHMENTS

2.1 The AOC seeks to identify and retain a primary, qualified temporary staffing agency to supply the agency with high-quality, cost-effective, professional and administrative temporary employees. This RFP is the means for prospective temporary staffing agencies to submit their qualifications to the AOC and request selection as a result of this RFP.

2.2 This RFP includes the following attachments:

Attachment A, Administrative Rules Governing Request for Proposals;
Attachment B, Master Agreement Terms;
Attachment C, Classifications;
Attachment D, DVBE Participation Form; and
Attachment E, Pricing Form.

3.0 SCOPE OF SERVICES

3.1. Services are expected to be performed by the temporary staffing agency starting the beginning of January 2006.

3.2. In general, the temporary staffing agency will be asked to:

3.2.1 Pursuant to work orders issued under a master agreement, perform temporary staffing agency services, for the initial term, until the end of June 2006; the AOC, at its sole discretion, may elect to extend the master

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agreement past the initial term for up to two consecutive one-year option terms.

- 3.2.2 Staff temporary job openings, on request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
 - 3.2.3 Provide regular daily follow-up with Project Manager on temporary positions that have not been filled.
 - 3.2.4 If unable to provide qualified candidates through temporary staffing agency's database, use subcontracted temporary staffing agency firm(s) to provide qualified candidates.
 - 3.2.5 Provide conduct and background checks, and past employee references for selected candidates within a reasonable time frame.
 - 3.2.6 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.
 - 3.2.7 Provide a detailed monthly temporary staffing report, which will include at least: name of employee, AOC unit 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.
 - 3.2.8 Provide a single point of contact to support the entire AOC account, allowing the AOC to interview potential replacements in the event a change of the point of contact is required.
- 3.3. The anticipated description of services to be provided for the resultant master agreement is as follows. Referenced terms, including definitions, are set forth in Attachment B, Master Agreement Terms.

3.3.1 Assignment Request

3.3.1.1 The Project Manager may call or email the Account Manager to request temporary personnel for an Assignment. Previously approved Classifications are set forth in Table 1, below.

[To be determined - Table 1 will be inserted here in agreement's work requirements]

3.3.1.2 The State'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.

3.3.1.3 The Project Manager will forward a draft Work Order to the Account Manager. Upon the Contractor's receipt of a draft Work Order from the Project Manager, the Account Manager will forward introductions of potential candidates via email to the Project Manager.

3.3.1.4 The Project Manager may occasionally refer a potential candidate for an Assignment. The Account Manager will (i) interview the candidate; (ii) will process the candidate as an employee of the Contractor or employee of a Subcontractor, as appropriate; and (iii) will submit a response to the State's request that includes such candidate for consideration of the Assignment.

3.3.1.5 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, AOC Referral Mark-up, Subcontractor Mark-up, and/or discount, as applicable; (iv) the Billing Rate; (v) the Classification; and (vi) the applicable Conversion Period.

3.3.2 Recruiting, Interviewing and Selection:

3.3.2.1 The Contractor 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.

3.3.2.2 The Contractor will verify the prospective candidates' employment information and references. The Contractor 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 State from a Work Order.

3.3.2.3 The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to paragraph 3.3.3, Administrative Requirements, below, if the candidate is selected to provide temporary services to the State.

3.3.3 Administrative Requirements

The Contractor shall inform all Assigned Personnel that: (i) said Assigned Personnel is not entitled to the provision of any State employee benefit, as required in Exhibit #, Special Provisions, paragraph #, Contractor's And Subcontractor's Personnel Are Not Employees of the State; and (ii) said Assigned Personnel is bound by the terms and conditions of Exhibit #, Special Provisions, paragraph #, Conflict of Interest.

3.3.4 Use of Approved Subcontractors

3.3.4.1 Pursuant to Special Provisions, paragraph #, Subcontracting, the Contractor may utilize Subcontractors for the Work of this Agreement.

3.3.4.2 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 Contractor.

3.3.4.3 For Assigned Personnel submitted through approved Subcontractors, Exhibit #, Payment Provisions, includes applicable Subcontractor Billing Rates and Billing Rates with Subcontractor Mark-up.

3.3.5 New Subcontractor and/or New Classification and Rates

3.3.5.1 Upon the Project Manager's request and on a case-by-case basis, the Account Manager will provide the following, in writing, to the AOC's Business Services Manager and the Project Manager, as applicable: (i) quote a new Salary Rate range, or Subcontractor Billing Rate range, for a Classification, which is not set forth in Exhibit #, Description of Services to be Provided and Classifications, or (ii) propose a new Subcontractor's name, address, and qualifications, as needed, and quote a new Subcontractor Billing Rate range for the applicable Classification, as set forth in Exhibit #, Description of Services to be Provided and Classifications.

3.3.5.2 The parties' agreement of a new Classification and the applicable Salary Rate or Subcontractor Billing Rate ranges, and Billing Rate ranges with applicable contractual mark-up, will be documented in writing and incorporated into the 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 a Work Order, as set forth herein, that includes the new Classification and associated rates.

3.3.5.3 The parties' agreement of a new Subcontractor and the applicable Subcontractor Billing Rate range, and Billing Rate ranges with Subcontractor Mark-up, will be documented in writing and incorporated into the Agreement via a subsequent Amendment. Prior to the 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.

3.3.6 Authorization of Work Order

3.3.6.1 Upon completion of the selection process, in accordance with paragraph 3.3.2, above, the Project Manager will forward the Work Order to the Account Manager, inclusive of (i) the Work Order form, now signed by AOC signatories, and (ii) a State Standard Agreement form, which must be executed by the parties in duplicate. The duplicate State Standard Agreement forms must be executed by a representative of the Contractor who can bind the Contractor contractually.

3.3.6.2 Once these documents have been signed by the Contractor, the Account Manager will return the signed duplicate State Standard Agreement forms, along with the applicable Work Order forms, to the AOC, at which point the Business Services Manager will fully execute the duplicate State Standard Agreement forms.

3.3.6.3 One of the original fully executed State Standard Agreement forms, along with the applicable Work Order form, will be returned to the Account Manager and the other original will be retained by AOC's Business Services.

3.3.6.4 Any Work Order issued shall be in a form substantially similar to Attachment B-1, Sample Work Order Template.

3.3.7 Termination of Assignment and Conversion

3.3.7.1 Termination of an Assignment is set forth under this paragraph 3.3.7; termination of a Work Order, or the Agreement, in whole or in part, is addressed in Attachment B, Master Agreement Terms, under Exhibit #, Standard Provisions, paragraph #, Termination for Cause; Exhibit #, Special Provisions, paragraph #, Termination Other Than for Cause; or Exhibit #, Special Provisions, paragraph #, State's Obligation Subject to Availability of Funds, as applicable.

3.3.7.2 The Contractor is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.

3.3.7.3 If the Assignment is terminated for unsatisfactory performance, the Contractor shall: (i) contact the Assigned Personnel as directed by the State 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 State; and (iii) arrange for pick up of any personal items left at the State's premises on the following business day and return of such items to the Assigned Personnel.

3.3.7.4 When an Assignment is ended for other than unsatisfactory performance, the State will, if it is reasonably able to do so, provide the Contractor Notice five (5) Days prior to the date of termination. Upon such Notice, the Contractor 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 State on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the State's premises on the last day of the Assignment.

3.3.7.5 An Assignment may be terminated by the State, at no charge to the State, if the State elects to hire the Assigned Personnel as an employee, as allowed, in accordance with the applicable Conversion Period, as set forth in Table 2, below.

[To be determined - Table 2 will be inserted here in the agreement's work requirements]

3.3.7.6 See Attachment B, Master Agreement Terms, Exhibit #, Special Provisions, paragraph #, Replacement of Contractor's Personnel for conditions pertaining to replacement of Assigned Personnel or Key Staff.

3.3.8 Reports

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

4.0 MINIMUM REQUIREMENTS

Proposals will only be accepted from temporary staffing agencies who meet the following minimum qualifications:

- 4.1 Minimum of three (3) years providing temporary staffing services to public entities, agencies or institutions.
- 4.2 Minimums of the following insurances that cover the Contractor and the assigned temporary personnel:

<u>Insurance</u>	<u>Minimum Coverage</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 per occurrence
Comprehensive General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 per accident

5.0 EVALUATION OF PROPOSALS

- 5.1 Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:
 - a. Quality of proposal submitted.
 - b. Credentials of staff to be assigned to the account.
 - c. Reasonableness of cost/fee proposal.
 - d. Experience with public sector temporary staff placement.
 - e. Ability to meet timing requirements.
- 5.2 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted in Sections 6.0 and 7.0, below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the State's instructions, requirements of this RFP, and completeness and clarity of content.

6.0 SPECIFICS OF A RESPONSIVE TECHNICAL PROPOSAL

The following information shall be included as the technical portion of the proposal:

- 6.1 Name, address, telephone and fax numbers, and federal tax identification number, plus demonstration of the qualifications required per Section 4.0 of this RFP, Minimum Requirements.

6.2 Quality of Proposal Submitted:

- Methodology used to fill an order for a temporary employee.
- Screening, testing, and interview procedures.
- Discussion of ability and success rate at placing long-term temporary assignments.
- Process or policy regarding replacing a temporary employee (e.g., temporary employee calls in sick, doesn't show up, has personality conflicts, is lacking necessary skills, etc.).
- Description of the types of positions most commonly filled, and the types of positions you have the means to fill. Attachment C, Classifications, sets forth the descriptions of the AOC's frequently requested temporary positions. How successful has your agency been in filling similar orders?
- Discussion of your policy of overtime pay for temporary employees.
- Description of what, if any, health benefits are provided to your temporary employees. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, monthly, etc) for which your agency regularly pays its temporary employees for work performed.
- The AOC has additional offices in Burbank and Sacramento. Provide a description of your agency's ability, if any, to provide staffing services in these locations.
- Indicate whether you will be able to provide the AOC with customized billing to accommodate the following: invoice to include temporary employee's reporting manager, one invoice per temporary employee, and provision of four copies of each invoice.
- Written documentation that all temporary employees provided through your agency will be considered your agency's employees, or employees of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable workers' compensation, occupational disease insurance, and all payroll taxes covering each person whose services you provide to the AOC.
- Travel may be necessary for some temporary employees. Provide your policy and billing charges.
- AOC's contract terms and conditions for the agreement anticipated to result from this RFP are set forth in Attachment B, Master Agreement Terms.

Indicate conformance with AOC's contract terms and conditions. Any exception to the AOC's contract terms and conditions must be proposed by submitting (i) a red-lined version of Attachment B, Master Agreement Terms, and (ii) a justification for any proposed changes.

- Using Attachment D, DVBE Participation Form, demonstrate either (i) DVBE compliance with minimum participation goals, or (ii) written evidence of a "good faith effort" explaining why compliance with DVBE goals cannot be achieved.

6.3 Credentials of Staff to be Assigned to the Account:

- Resume(s) describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Key staff resume(s) will be incorporated into master agreement, if awarded.

6.4 Experience with Public Sector Temporary Staff Placement:

- Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the temporary staffing agency has conducted similar services. The AOC may check references other than those listed by the temporary staffing agency.
- The AOC is a California state entity and is unable to pay standard conversion or buyout fees for non-executive positions. Provide the conversion period duration from the assignment of a temporary employee, after which the State would be able to hire the assigned temporary employee.

6.5 Ability to Meet Timing Requirements:

- Average response time on filling orders. Also provide hours of business.
- Indicate what technology you have in place and/or have available for implementation to reduce paperwork and expedite response times (include options for timecard submission). Include all software and hardware requirements.
- Describe previous use of subcontractors to fill "hard-to-fill" positions, and include time requirements expected before use of subcontractors can be demanded by the AOC.

7.0 SPECIFICS OF A RESPONSIVE COST/FEE PROPOSAL

Reasonableness of Cost/Fee Proposal: As a separate document, in addition to the technical proposal outlined in Section 6.0, above, provide the temporary staffing agency's proposed fee schedule. In accordance with the position descriptions set forth Attachment C, Classifications, provide pricing for the following, using Attachment E, Pricing Form:

- 7.1 For each of the classification positions listed and for each of the three possible terms considered for this effort, provide the following:
- Salary or pay rate ranges, proposed by the agency, or for proposed subcontractors, proposed subcontractor billing rate ranges, as applicable.
- 7.2 The eventual billing rates will be calculated by multiplying the applicable salary rate or subcontractor billing rate, as proposed in response to paragraph 7.1, by the appropriate mark-up, which is to be retained by the agency from State's payment for the agency's services rendered. For each of the three possible terms considered for this effort, provide the following mark-up rates:
- Contractor mark-up, which is the agency's mark-up from its employees' pay or salary rates; in this case, the pay or salary rate plus this mark-up equals the billing rate which will be in a work order.
 - AOC referral mark-up, which is the agency's mark-up from its employees' pay or salary rates for employees referred to the agency by the AOC; in this case, the pay or salary rate plus this mark-up equals the billing rate which will be in a work order.
 - Subcontractor mark-up, which is the agency's mark-up for subcontracted temporary staff; in this case, the subcontractor's billing rate plus this mark-up equals the billing rate which will be in a work order.
- 7.3 In addition, for the following, provide either pricing and/or method for calculation of pricing or explanation describing why no pricing is proposed:
- Overtime rates; if applicable.
 - Any applicable volume discount and associated period.

It is expected that all temporary staffing agencies responding to this RFP will offer the firm's government or comparable favorable rates. Proposals should not include proposed costs for either background checks or travel related expenses, as background checks will be reimbursed at actual cost and travel expenses, if any, will be reimbursed at actual cost in accordance with California State guidelines, as established by the California Victim Compensation and Government Claims Board, as set forth in Attachment B, Master Agreement Terms.

8.0 SUBMISSION OF PROPOSALS

- 8.1 Provide an original and five (5) copies of the technical proposal, as required by Section 6.0 of this RFP, signed by an authorized representative of the temporary staffing agency, including name, title, address, and telephone number of one individual who is the responder's designated representative.

- 8.2 Using Attachment E, Pricing Form, provide an original and five (5) copies of the cost/fee proposal, as required by Section 7.0 of this RFP, signed by an authorized representative of the temporary staffing agency. The original and copies of the cost proposal, along with a completed Attachment D, DVBE Participation Form, must be sealed in a separate envelope, marked "Cost Proposal," and must not be included in the technical proposal.
- 8.3 Provide one (1) electronic copy of the entire proposal in MS Word and/or MS Excel 2003 compatible format by submitting it in CD format, with the proposal, by the Proposal Due Date and Time, as set forth on this RFP's coversheet.
- 8.4 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP.
- 8.5 Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

9.0 RIGHTS

- 9.1 The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.
- 9.2 The State does not guarantee that an agency 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 orders the State may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

10.0 PROJECT MANAGEMENT

The State's Project Manager for this RFP process is:

Michelle Goheen
Human Resources
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660
Phone: 415-865-4308
Fax: 415-865-4328
michelle.goheen@jud.ca.gov

11.0 ADDITIONAL REQUIREMENTS

- 11.1 Prior to proposal submission, it may be necessary to schedule a pre-proposal conference to clarify the requirements of this RFP. If a pre-proposal conference is scheduled, the time, date, and location of the conference will be set forth in a notice posted with the RFP on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>).
- 11.2 After proposal submission, it may be necessary to interview prospective temporary staffing agencies to clarify aspects of their submittal. Site visits may also be requested to view interviewing/testing facilities and to meet prospective account representatives. The AOC will notify prospective temporary staffing agencies regarding the interview or site visit arrangements.

12.0 PROPOSED MASTER AGREEMENT TERMS AND ADMINISTRATIVE RULES

- 12.1 A master agreement with the successful firm will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment B, Master Agreement Terms.
- 12.2 Proposers shall follow the rules set forth in Attachment A, Administrative Rules Governing Requests for Proposals, in preparation of their proposals.

13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a temporary staffing agency's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a temporary staffing agency 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.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

- 14.1 The State of California's 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 Participation Form, Attachment D to this RFP, and include the form with your Cost Proposal. If your company has any questions regarding the form, you should submit questions to the email address set forth under Submission of Questions section on the coversheet of this RFP.

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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:
<http://www.dgs.ca.gov/default.htm>.

- 14.2 propose the percentage of participation, rather than the dollar amount of participation in Attachment D, if DVBE participation is proposed, since the number of work orders, if any, and dollar amount of possible work to be performed under any master agreement awarded pursuant to this RFP will not be known at time of award.

END OF FORM

