



# REQUEST FOR PROPOSALS

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF VENTURA**

**REGARDING:**

***Temporary Staffing Services,  
RFP Number HR-14-5-1-JB***

**PROPOSALS DUE:**

***April 23, 2014* NO LATER THAN 5 P.M. PACIFIC TIME**

## **1.0 BACKGROUND INFORMATION**

1.1 The Superior Court of California, County of Ventura's (Court) Human Resources Division provides a full range of human resources services to all court locations. We employ approximately 350 employees who provide support services in all aspects of the court. Ventura County has three (3) court locations, including Ventura, Simi Valley, and Oxnard. There are also offsite facilities located in Ventura and in Oxnard. The Ventura Superior Court provides trial jurisdiction for Ventura County over all criminal cases including felonies, misdemeanors, and traffic matters. The Court also has jurisdiction over all civil cases including family law, probate, juvenile, and general civil matters.

### 1.2 Objective.

1.2.1 The Court seeks to identify and retain qualified temporary staffing agency(ies) to expeditiously supply the Court with high-quality, cost-effective, professional and administrative temporary employees in all locations. This RFP is the means for prospective temporary staffing agencies to submit their qualifications to the Court and request selection as a result of this RFP. Corestaff, Apple 1., and Volt Work Solutions are the COURT's current temporary support providers for all locations.

1.2.2 The COURT anticipates awarding a temporary staffing agency a three-year term initially, with potentially up to five year terms in total. The years are based upon the State's fiscal year (July through June) and option terms may be exercised at the COURT's sole discretion. Cost/fee proposals are solicited covering pricing for all three potential fiscal years.

1.2.3 Over the last five years, the COURT has averaged expending between \$100,000 to \$200,000 per year for temporary staffing services. However, the COURT 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 agreement executed pursuant to this RFP. .

1.3 Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see Ventura Court's Website located at <http://www.ventura.courts.ca.gov/> ("Courts Website").

### 1.4 COURT's Human Resources Services Office

1.4.1 The Human Resources Services Office of the COURT provides the full range of human resources services to Ventura judicial officers and to employees of the COURT.

- 1.4.2 The Human Resources Recruitment Team develops recruitment strategies, assembles qualified candidate pools, and provides human resources consultation and guidance on recruitment and selection.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The COURT seeks the services of an entity or entities with expertise in expeditiously sourcing, screening, and providing top quality candidates to fill agency temporary staffing needs for a diverse range of job classifications.

- 2.1 The COURT anticipates that the service provider will provide temporary staffing services, as requested in accordance with eventual agreement's terms and conditions. Temporary staffing services to be performed will be determined and communicated via ordering documents (e.g., purchase orders authorizing and funding work orders), as they arise.
- 2.2 Services are expected to be performed by the temporary staffing agency starting the beginning of July 2014 for an initial three-year term; the COURT, at its sole discretion, may elect to extend the agreement(s) past the initial term for up to two consecutive one-year option terms.
- 2.3 The COURT makes no representations hereunder about the amount of work that may be given to a service provider pursuant to this RFP; however, the information provided below is illustrative only of the general work requirements which the temporary staffing agency will be asked to provide. For further description of the anticipated work requirements, refer to Exhibit E, Description of Services in Attachment 2.
  - 2.3.1 Pursuant to agreement, perform temporary staffing agency services.
  - 2.3.2 Staff temporary job openings, on request and within the requested time frame, with individuals who possess the required qualifications to perform the assignment to the fullest capacity.
  - 2.3.3 Proactively source, recruit and maintain network of quality candidates for consideration.
  - 2.3.4 Provide regular daily follow-up with Project Manager on temporary positions that have not been filled, or require replacement temporary staff.
  - 2.3.5 Provide and conduct background checks and thorough past employee references (using COURT provided template) for selected candidates within a reasonable time frame prior to start date of assignment.

- 2.3.6 Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates.
- 2.3.7 Provide detailed temporary staffing reports that include data such as: name of employee, unit and office and location in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, funding source, total regular hours worked, total overtime hours worked, and total amount invoiced, etc. in addition to ad hoc reports, as requested.
- 2.3.8 Provide a consistent, accessible, single point of contact to support the account, allowing the COURT to interview potential replacements in the event that a change of point of contact is required.

### 3.0 TIMELINE FOR THIS RFP

The COURT has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the COURT.

<b>EVENT</b>	<b>DATE</b>
RFP issued	<i>March 10, 2014</i>
Deadline for questions to <a href="mailto:temprfp@ventura.courts.ca.gov">temprfp@ventura.courts.ca.gov</a>	<i>March 24, 2014 at 5:00 p.m.</i>
Questions and answers posted	<i>March 28, 2014</i>
Latest date and time proposal may be submitted	<i>April 23, 2014 at 5:00 p.m.</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>Begins April 28, 2014</i>
Anticipated interview date(s) ( <i>estimate only</i> )	<i>Week of May 6, if needed</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>May 15, 2014</i>
Negotiations and execution of contract ( <i>estimate only</i> )	<i>May 16 – June 28, 2014</i>
Contract start date ( <i>estimate only</i> )	<i>July 1, 2014</i>
Contract end date ( <i>estimate only</i> )	<i>June 30, 2017</i>

#### 4.0 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: Agreement Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a COURT Standard Form agreement containing these terms and conditions (the “Agreement Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Agreement Terms and Conditions	On this form, the Proposer must indicate acceptance of the Agreement Terms and Conditions or identify exceptions to the Agreement Terms and Conditions.  <b>Note: A material exception to a Minimum Term will render a proposal non-responsive.</b>
Attachment 4: Payee Data Record Form	This form contains information the COURT requires in order to process payments.
Attachment 5: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Iran Contracting Act	Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Conflict of Interest Certification Form	Proposer must complete Conflict of Interest Certification and submit the completed certification with its proposal
Attachment 8: Pricing Form	On this form, the Proposer must provide hourly rates per classification, per term, mark-up percentages, and other pricing requirements

## 5.0 PRE-PROPOSAL CONFERENCE

The COURT will not hold a pre-proposal conference.

## 6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of Section 7 (“Proposal Contents”). Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

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

a. The Proposer must submit **one (1) original and five (5) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and five (5) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the COURT in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

c. The Proposer must submit an electronic version of the entire proposal on either CD-ROM or Thumb-drive. The files contained on the CD-ROM or thumb-drive shall be in PDF, Word, or Excel formats.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Ventura Superior Court  
Attn: Jill Barrios, **RFP #HR-14-5-1-JB**  
800 South Victoria Avenue  
Ventura, CA 93009

6.4 Late proposals will not be accepted.

6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

## 7.0 PROPOSAL CONTENTS

7.1 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. Proposer's name, address, telephone, fax numbers, website, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. Key staff resume(s) will be incorporated into the agreement, if awarded.
- d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The COURT may check references listed by Proposer.
- e. Proposed method to complete the work.
  - i. Describe the methodology used to fill an ordering document for a temporary employee. Detail how and where your agency would typically source and advertise based on the list of job classifications provided.
  - ii. Describe what sets your agency apart from other staffing agencies, and why and how you are qualified to handle the COURT as a client.
  - iii. Describe your current turnover rate for your agencies recruiters and account representatives.
  - iv. Provide a detailed description of your agency's testing, screening and interview processes. Using the descriptions provided for the COURT's job classifications, describe the criteria of how your agency determines if a candidate meets the qualifications of the position.
  - v. Discuss your agency's ability and success rate at placing long-term temporary assignments. Describe any metrics your agency has in place to track time to fill, and quality of hire.

- vi. Discuss the process or policy regarding replacing a temporary employee (e.g., temporary employee exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relations issues).
- vii. Describe the types of positions most commonly filled, and the types of positions you have the means to fill. Exhibit F, Classifications, in Attachment 2, sets forth the descriptions of the COURT's frequently requested temporary positions. Describe your agency's successes and obstacles in filling similar orders.
- viii. Discuss your policy and procedures of overtime pay, holiday pay, emergency pay, and working on holidays for temporary employees.
- ix. The COURT 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 COURT would be able to hire the assigned temporary employee.
- x. Provide verification of the following minimum insurance coverage, which would also cover assigned temporary personnel:

<i>Insurance</i>	<i>Minimum Coverage</i>
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

- xi. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, etc.) for which your agency regularly pays its temporary employee for work performed.
- xii. Describe the type (e.g., online or manual timecards) and general process of timecard reporting and obtaining manager or delegate approval for regular and overtime hours worked by temporary employees.
- xiii. Identify the processes or procedures available for weekly, bi-monthly or monthly invoicing, including summaries or reports available for each pay cycle.
- xiv. Identify the procedures and policies in regards to temporary employees working from home (if applicable).



- xv. Indicate whether you will be able to provide the COURT with customized billing to accommodate the following: invoice to include temporary employee's reporting manager, work order and funding code, one invoice per temporary employee, and provision of four copies of each invoice.
- xvi. Describe how often your agency reconciles account payables/receivables and billing errors made to or by the COURT (if any). Include the procedure by which the COURT will be notified including timing of notifications, penalties imposed and reimbursement processes.
- xvii. Provide a list of reports that your agency has the ability to readily produce for the COURT. Describe the process required and standard timeframe needed for any ad hoc reporting requested by the COURT. Note: The COURT's fiscal year is July 1 to June 30.
- xviii. Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to the COURT.
- xiv. Travel may be necessary for some temporary employees. Provide your policy, procedures and billing charges for travel and travel reimbursements (if applicable).
- xx. Discuss the average response time on completing ordering documents by successfully placing temporary employees. Also provide hours of business, and work hours of key staff.
- xxi. Indicate what technology you have in place and/or have available for implementation to reduce paperwork and expedite response times. Include all software and hardware requirements expected of the client.
- xxii. Describe previous use of subcontractors to fill niche or "hard-to-fill" positions, and include time requirements expected before use of subcontractors can be demanded by the COURT.
- xxiii. Describe your agency's affiliation, partnership or direct access to other staffing agencies specialty or niche talent pool (e.g., construction, real estate, legal professionals, engineering, etc.)
- xxiv. Describe how your agency would brand or represent the COURT. Provide a sample advertisement for one of the job classifications listed in Exhibit D, Salary Rate Schedule, of Attachment 2.

- f. Acceptance of the Agreement Terms and Conditions.
  - i. On Attachment 3, the Proposer must either indicate acceptance of the Agreement Terms and Conditions or clearly identify exceptions to the Agreement Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change.
  - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Agreement Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
  - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- g. Certifications, Attachments, and other requirements.
  - i. Proposer must include the following certification in its proposal:

Using Attachment 7, Proposer certifies it has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
  - ii. Using Attachment 6, Proposer must complete the Iran Contracting Act Certification, and submit the completed certification with its proposal.
  - iii. Proposer must complete the Darfur Contracting Act Certification attached as Attachment 5 and submit the completed certification with its proposal.
  - iv. Proposer must include in its proposal a completed and signed Payee Data Record Form (see Attachment 4), or provide a copy of a form previously submitted to the COURT.
  - v. If Proposer is a corporation and the contract will be performed within California, proof that Proposer is in good standing and qualified to conduct business in California. COURT may verify by checking with California’s Office of the Secretary of State.
  - vi. Copies of current business licenses, professional certifications, or other credentials.
  - vii. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Proposal. The following information must be included in the cost proposal.

7.2.1 As a separate document using Attachment 8, Pricing Form, provide the temporary staffing agency's proposed hourly rates, mark-ups and other pricing and fee requirements.

7.2.2 In accordance with the position descriptions set forth in Attachment 2, Exhibit F, Classifications, provide pricing for the following:

7.2.2.1 For each of the job classifications listed and for each of the three possible terms considered for this effort, provide the following: actual temporary employee take-home pay rate (rate reflected on temporary employee's paycheck) and bill rate ranges, proposed by the agency, or for the proposed subcontractors, proposed subcontractor billing rate ranges, as applicable.

7.2.2.2 The eventual billing rates will be calculated by multiplying the applicable temporary employee take-home pay rate or subcontractor billing rate, as proposed in response to paragraph 7.2.2.1 by the appropriate mark-up, which is to be retained by the agency from the 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:

7.2.2.2.1 Contractor mark-up, which is the agency's mark-up on its temporary employee take-home pay rates; in this case, the temporary employee take-home pay rate plus this mark-up equals the billing rate which will be in an ordering document.

7.2.2.2.2 Court referral discounted mark-up, which is the agency's discounted mark-up on its temporary employee take-home pay rates for temporary employees referred to the agency by the COURT ; in this case, the temporary employee's pay or salary rate plus this mark-up equals the billing rate which will be in an ordering document.

7.2.2.2.3 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 an ordering document.

7.2.3 **Rates proposed must be inclusive of all burdened elements of cost, including but not limited to current local, city, or state ordinances,**

**administrative costs, overhead expenditures, etc., or other elements of cost that may arise over the eventual agreement's term.** The successful Proposer will be required to fully comply with all labor and employment standards.

7.2.4 In addition, for the following, provide either pricing and/or method for calculation of pricing or explanation describing why no pricing is proposed:

7.2.4.1 Overtime rates; if applicable.

7.2.4.2 Any applicable volume discount and associated periods.

7.3 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 2, Agreement Terms and Conditions.

7.4 The cost/fees proposed must be inclusive of personnel, materials, computer support, and overhead rates. The method of payment to the temporary staffing agency is anticipated to be by cost reimbursement.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

## **8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the COURT reserves the right to negotiate extensions to this period.

## **9.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The COURT will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<i>Quality of proposal submitted</i>	20
<i>Credentials of staff to be assigned to the account</i>	20
<i>Experience with public sector temporary staff placement</i>	10
<i>Reasonableness of cost/fee proposal</i>	30
<i>Ability to meet timing requirements</i>	10
<i>Acceptance of the COURT's Agreement Terms and Conditions</i>	10

## **10.0 INTERVIEWS**

The COURT may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will be held at the Ventura Courthouse in Ventura. The COURT will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The COURT will notify eligible Proposers regarding interview arrangements.

## **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each proposal will be retained by the COURT for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the COURT's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the COURT finds or reasonably believes that the material so marked is **not** exempt from disclosure, the COURT will disclose the information regardless of the marking or notation seeking confidential treatment.

## **12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The COURT has waived the inclusion of DVBE participation in this solicitation.

RFP Title: Temporary Staffing Services

RFP Number: HR-14-5-1-JB

### **13.0 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](http://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 non-responsive, and will result in rejection of the protest. The deadline for the COURT to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

Ventura COURT – Finance and Planning  
ATTN: Protest Hearing Officer, RFP # **HR-14-5-1-JB**  
800 South Victoria Avenue  
Ventura, CA 93009