

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

**REGARDING:
CALIFORNIA SUPERIOR COURT
PAYROLL VENDOR SERVICES
[REVISION NO. 1](#)**

HRDRM-17-05-RBB

**PROPOSALS DUE:
APRIL 24, 2017, NO LATER THAN 2:00 P.M. PACIFIC TIME**

1.0 BACKGROUND INFORMATION

1.1 GENERAL INFORMATION

There are a total of 58 Superior Courts (“Trial Courts”) in California judicial system that handle civil and criminal cases covering such court matters as family law, probate, mental health, juvenile law, small claims, and traffic infractions.

The Judicial Council of California (“JUDICIAL COUNCIL” or the “Establishing JBE”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the JUDICIAL 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 JUDICIAL 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 JUDICIAL COUNCIL and currently has an advisory role for the Courts (the “Participating JBE/s”).

Each Trial Court operates under its own personnel policies and procedures and is a separate, independent entity. The Trial Courts range in size from very small to very large; for example, one trial court employs as few as four employees and has five job classifications as compared to another trial court with 5,400 employees and 150 job classifications. These differences within the trial courts create many variables for payroll systems administration.

1.2 PURPOSE OF THIS RFP

The JUDICIAL COUNCIL is soliciting proposals for a fully functional integrated Payroll/HR application to come up with a Master Agreement. This is only for the Trial Courts on an optional basis. Critical to the success of this project is an approach that is thorough in identifying, customizing, and implementing or supporting the Trial Courts’ workflow and procedures and providing the resources to complete implementation on schedule.

The integrated Payroll/HR applicant can be a commercial application customized to meet the requirements of the Trial Courts or a fully customized application.

- A. The application must include database encryption for tables and highly confidential table structures and use the most up to date data security authentication solution via computer browser.
- B. Migration services are also expected such that the application will contain all historical data which must be migrated from the existing applications

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

and spreadsheets used in the Trial Courts. Proposer should present the implementation process for the migration services.

In order to fully identify the short and long-term costs and requirements of a commercial application versus a custom developed application, the proposal must clearly specify the approach and itemize licensing, support, and annual maintenance costs as well as professional development services to customize a commercial application to meet the each individual Trial Courts' needs.

For a fully customized application, all programming and development costs must be listed and itemized for the technical services necessary to document, develop, and deploy a non-commercial Payroll/HR application. As well, the project plan must identify key milestones and a timeline for the project, including all enhancements, data migration, and end-user testing, and implementation.

There is no interfacing with any JUDICIAL COUNCIL division, department or unit nor is the software to be used by the successful Proposer hosted in JUDICIAL COUNCIL premises. The application is Software as a Service (SaaS), which is a software licensing and delivery model in which software is **licensed on a subscription basis** and is centrally hosted.

2.0 DESCRIPTION OF GOOD AND/OR SERVICES

We expect the successful Payroll Service Provider(s) to have the ability to perform the following, including but not limited to:

- A. Payroll processing services for a number of California trial court locations, ranging in size from small (5 employees) to large (5000 employees).
- B. The ability to print and deliver paychecks to each trial court location.
- C. The ability to interface payroll data to a Financial and/or Human Resources system (e.g., SAP, PeopleSoft, Lawson, Oracle).
- D. The ability to download payroll data into a spreadsheet and/or an external database (e.g., MS Excel, MS Access).
- E. The ability to report all state and federal payroll taxes.
- F. Complete "hands on" functional training to payroll system users.
- G. New hire reporting to the State of California (both paper and electronic).
- H. The ability to provide an electronic timekeeping & attendance solution.
- I. The expertise to manage the Unemployment Compensation process.
- J. The option to access and process payroll through the Internet using a standard Web browser with maximum Internet security.
- K. The option to implement an integrated (or interfaced) Human Resources Information System.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- L. The ability to interface payroll data with Third Party Vendors (e.g., CalPERS, County Retirements, deferred compensation, Health benefits enrollments).
- M. The expertise to manage the Cobra Process.
- N. The ability to generate new Federal and State reports, including Third Party Sick Pay Recap (IRS Form 8922), Affordable Care Act (IRS Forms 1094-B, 1095-B, 1094-C, and/or 1095-C) and reporting, and Government Compensation in California (GCC).
- O. Ability to implement any new California state or federal requirements as needed.

2.1 MINIMUM SPECIFIC PAYROLL FUNCTIONS

Minimum specific payroll functions to be provided, but not limited to:

- A. Multiple user-defined earnings codes (Pay types).
- B. The ability to locally print a manual check or a special payroll check.
- C. The ability to modify the information appearing on employee paycheck stubs.
- D. The ability to pay an employee at more than one rate.
- E. The option to set a “Final Check” indicator for terminated employees to prevent issuance of additional checks after termination.
- F. The ability to pay employees on a variety of pay schedules (currently, bi-weekly, semi-monthly and monthly).
- G. The ability to calculate and pay miscellaneous vendor deductions such as benefits, union dues, retirement, and etc.
- H. The functionality to easily produce standard and ad hoc payroll reports.
- I. The ability to supply comprehensive, up-to-date payroll user documentation, both functional and technical.
- J. The option to preview and change a payroll prior to final processing.
- K. Group Term Life and excess life calculation.
- L. The ability to process pre-tax and post-tax deductions.
- M. Retroactive payments.
- N. The ability to track FMLA and CFRA.
- O. The ability to process a variety of leave types, including accrual and non-accrual.
- P. The ability to track and process Donated Leave.
- Q. The ability to track and calculate Holiday Time, Overtime, CTO, PTO, Bank Time, and Furlough.
- R. The ability to make mass changes to earnings and deductions amounts and rates by bargaining unit or by other user-defined criteria.
- S. Direct deposit capabilities (multiple accounts).
- T. The ability to track and report employee garnishments and the history of garnishments.
- U. The ability to manage flex-spending accounts.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- V. The ability to manually adjust taxable earnings for W-2 processing.
- W. Deferred Compensation.
- X. Retirement deductions (PERS).
- Y. Reimbursements, both taxable and non-taxable.
- Z. Moving allowance when required.
- AA. Car and phone allowance when required.
- BB. System ability to accept both on-line and batch input.
- CC. The ability to split employee earnings between multiple cost assignments (cost centers, functional areas, programs, and funds).
- DD. The ability to track multiple anniversary dates (for leave accrual rate changes).
- EE. The ability to populate W-2 Box 12 DD Cost of Employer- Sponsored Health Coverage.
- FF. The ability to produce all year-end payroll reports, including W-2's.

2.2 MINIMUM TECHNICAL REQUIREMENTS

Minimum technical requirements to include such things as:

- A. Vendor must operate in a secured access and a controlled environment.
- B. Solution must use the most up to date secure authentication solution.
- C. Solution must require minimal local information technology (IT) support.
- D. Vendor must be able to provide all technical support.
- E. Data back-up using a, multifaceted disaster recovery model.
- F. Vendor must provide a separate environment for testing so that live data is not manipulated.

2.3 ADDITIONAL PAYROLL SERVICES CRITERIA

- A. Conduct an onsite study with the Participating JBE staff (HR, IT, and Finance) to identify needs with respect to organizational and functional processes and system/hardware requirements (for each Participating JBE location, as required).
- B. Provide information regarding ability to manage and support the implementation process. Provide on-site consultation prior to and during implementation. Include expectation of the Participating JBE's participation in the implementation process.
- C. Proposer will be requested to submit a proposal on terms and conditions, including work scope, not covered by the resulting Agreement.
- D. Assist in achieving a smooth transition from the existing payroll system to the new system, with continued support in resolving issues through three

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

(3) consecutive, error free, payroll cycle (i.e., a transition that could occupy a minimum amount of Participating JBE staff time and resources).

- E. Provide the needed levels of security for data input, and for processing and accessing payroll information for management and staff.
- F. Maintain stable customer support to promote ongoing vendor familiarity with the trial court's unique payroll requirements.
- G. Successfully complete, to the satisfaction of the Participating JBE, a parallel or offline payroll run(s) prior to a "Live" payroll.

2.4 EXPERIENCE

The ideal Payroll Service Provider(s) will have experience providing payroll services to small and medium public agencies (with employee populations ranging from 5 to 5000) some with Union membership using comparable calculations including all federal and state taxes and reporting requirements.

The successful Payroll Service Provider(s) must have access to legal tax counsel or otherwise be able to demonstrate ongoing compliance with all state, federal, and local laws and regulations.

2.5 QUALITY AND ACCOUNTABILITY

The successful Payroll Service Provider(s) will be responsible for accuracy of reporting, and for making timely payments to third party vendors and to government agencies, and will be responsible for any penalties and interest incurred for omissions, errors, and delays.

2.6 COORDINATION WITH COUNTY GOVERNMENTS

The successful Payroll Service Provider(s) must be able to work cooperatively and effectively with the respective county. Some counties currently have the Trial Court's payroll and personnel data and continue to administer employee benefit programs.

2.7 FLEXIBILITY

The successful Payroll Service Provider(s) must be able to make changes as needed to respond to changed laws and regulations, benefit programs, union contracts, and payroll deductions.

2.8 UPGRADES AND IMPLEMENTATION

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- A. Software solution upgrades to purchased features and functionality are required.
- B. Upgrades must be automatic and available upon the next login following an upgrade rollout.
- C. Prior to implementation of the payroll software, proposer will provide an implementation plan that includes but is not limited to kick off/program meetings, identification of Participating JBE location responsibilities, pre-implementation activities, and follow-up training and support.
- D. Completion of each Participating JBE location's implementation will occur within 90 days of receipt of the court's order unless otherwise noted in the order requisition.

2.9 CUSTOMER SUPPORT

- A. Provide call in help desk support Monday through Friday, 7:00 a.m. through 6:00 p.m. Pacific Time.
- B. Provide on-line help desk capabilities for logging issues 24/7.
- C. Issue tracking system capabilities.
- D. Acknowledgement to initiator < 20 minutes of logging issue electronically.
- E. Resolution or update of logged issues within 72 business hours.
- F. Prior notification of scheduled system down time.
- G. Notification including estimated resolution time for unplanned system outages within 30 minutes of occurrence.
- H. The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:
 - a. Customer service organizational structure.
 - b. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
 - c. Follow up process.
 - d. Internal procedures to track customer service contact and resolution.
 - e. Escalation process to resolve outstanding customer service issues.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

2.10 TRAINING

Provide on-site training at Participating JBE locations, and other training resources including but not limited to: e-mails, reference manuals, conference calls, seminars, etc.

2.11 SECURITY

- A. Applications are password protected with user level permissions.
- B. On-site internet security and systems personnel to manage firewalls and servers 24/7.
- C. Vendor will have no ownership rights to data provided by the Purchasing Group member and must be exportable by its members.
- D. All materials, equipment, and labor required for implementation shall be provided by proposer.

2.12 DELIVERABLES

Deliverable No.	Description
MINIMUM SPECIFIC PAYROLL FUNCTIONS	
A.	Multiple user-defined earnings codes (Pay types).
B.	The ability to locally print a manual check or a special payroll check.
C.	The ability to modify the information appearing on employee paycheck stubs.
D.	The ability to pay an employee at more than one rate.
E.	The option to set a "Final Check" indicator for terminated employees to prevent issuance of additional checks after termination.
F.	The ability to pay employees on a variety of pay schedules (currently, bi-weekly, semi-monthly and monthly).
G.	The ability to calculate and pay miscellaneous vendor deductions such as benefits, union dues, retirement, and etc.
H.	The functionality to easily produce standard and ad hoc payroll reports.
I.	The ability to supply comprehensive, up-to-date payroll user documentation, both functional and technical.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

J.	The option to preview and change a payroll prior to final processing.
K.	Group Term Life and excess life calculation.
L.	The ability to process pre-tax and post-tax deductions.
M.	Retroactive payments.
N.	The ability to track FMLA and CFRA.
O.	The ability to process a variety of leave types, including accrual and non-accrual.
P.	The ability to track and process Donated Leave.
Q.	The ability to track and calculate Holiday Time, Overtime, CTO, PTO, Bank Time, and Furlough.
R.	The ability to make mass changes to earnings and deductions amounts and rates by bargaining unit or by other user-defined criteria.
S.	Direct deposit capabilities (multiple accounts).
T.	The ability to track and report employee garnishments and the history of garnishments.
U.	The ability to manage flex-spending accounts.
V.	The ability to manually adjust taxable earnings for W-2 processing.
W.	Deferred Compensation.
X.	Retirement deductions (PERS).
Y.	Reimbursements, both taxable and non-taxable.
Z.	Moving allowance when required.
AA.	Car and phone allowance when required.
BB.	System ability to accept both on-line and batch input.
CC.	The ability to split employee earnings between multiple cost assignments (cost centers, functional areas, programs, and funds).
DD.	The ability to track multiple anniversary dates (for leave accrual rate changes).
EE.	The ability to populate W-2 Box 12 DD Cost of Employer-Sponsored Health Coverage.
FF.	The ability to produce all year-end payroll reports, including W-2's.
MINIMUM TECHNICAL REQUIREMENTS	
A.	Vendor must operate in a secured access and a controlled environment.
B.	Solution must use the most up to date secure authentication solution.
C.	Solution must require minimal local information technology (IT) support.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

D.	Vendor must be able to provide all technical support.
E.	Data back-up using a, multifaceted disaster recovery model.
F.	Vendor must provide a separate environment for testing so that live data is not manipulated.
ADDITIONAL PAYROLL SERVICES CRITERIA	
A.	Conduct an onsite study with the Participating JBE staff (HR, IT, and Finance) to identify needs with respect to organizational and functional processes and system/hardware requirements (for each Participating JBE location, as required).
B.	Provide information regarding ability to manage and support the implementation process. Provide on-site consultation prior to and during implementation. Include expectation of the Participating JBE's participation in the implementation process.
C.	Proposer will be requested to submit a proposal on terms and conditions, including work scope, not covered by the resulting Agreement.
D.	Assist in achieving a smooth transition from the existing payroll system to the new system, with continued support in resolving issues through three (3) consecutive, error free, payroll cycle (i.e., a transition that could occupy a minimum amount of Participating JBE staff time and resources).
E.	Provide the needed levels of security for data input, and for processing and accessing payroll information for management and staff.
F.	Maintain stable customer support to promote ongoing vendor familiarity with the trial court's unique payroll requirements.
G.	Successfully complete, to the satisfaction of the Participating JBE, a parallel or offline payroll run(s) prior to a "Live" payroll.
PAYROLL EXPERIENCE	
A.	Payroll processing services for a number of California the participating JBE locations ranging in size from small (5 employees) to large (5000 employees).
B.	Access to legal tax counsel or otherwise be able to demonstrate ongoing compliance with all state, federal, and local laws and regulations.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

QUALITY AND ACCOUNTABILITY	
A.	The successful Payroll Service Provider(s) will be responsible for accuracy of reporting, and for making timely payments to third party vendors and to government agencies, and will be responsible for any penalties and interest incurred for omissions, errors, and delays.
COORDINATION WITH COUNTY GOVERNMENTS	
A.	The successful Payroll Service Provider(s) must be able to work cooperatively and effectively with the respective county. Some counties currently have the Trial Court's payroll and personnel data and continue to administer employee benefit programs.
FLEXIBILITY	
A.	The successful Payroll Service Provider(s) must be able to make changes as needed to respond to changed laws and regulations, benefit programs, union contracts, and payroll deductions.
UPGRADES AND IMPLEMENTATION	
A.	Software solution upgrades to purchased features and functionality are required.
B.	Upgrades must be automatic and available upon the next login following an upgrade rollout.
C.	Prior to implementation of the payroll software, proposer will provide an implementation plan that includes but is not limited to kick off/program meetings, identification of Participating JBE location responsibilities, pre-implementation activities, and follow-up training and support.
D.	Completion of each Participating JBE location's implementation will occur within 90 days of receipt of the court's order unless otherwise noted in the order requisition
CUSTOMER SUPPORT	
A.	Provide call in helpdesk support Monday through Friday, 7:00 am through 6:00 pm Pacific Time.
B.	Provide on-line help desk capabilities for logging issues 24/7.
C.	Issue tracking system capabilities.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

D.	Acknowledgement to initiator < 20 minutes of logging issue electronically.
E.	Resolution or update of logged issues within 72 business hours.
F.	Prior notification of scheduled system down time.
G.	Notification including estimated resolution time for unplanned system outages within 30 minutes of occurrence.
H.	Ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues.
I.	The customer service process includes, but is not limited to: <ul style="list-style-type: none"> • Customer service organizational structure. • Contact process and contact person identified by position in the company (phone, email, fax, etc.). • Follow up process. • Internal procedures to track customer service contact and resolution. • Escalation process to resolve outstanding customer service issues.
TRAINING	
	Provide on-site training at Participating JBE locations, and other training resources including but not limited to: e-mails, reference manuals, conference calls, seminars, etc.
SECURITY	
A.	Access to software is password protected with user level permissions.
B.	On-site internet security and systems personnel to manage firewalls and servers 24/7.
C.	Proposer will have no ownership rights to data provided by the Participating JBE locations and must be exportable upon request.
D.	All materials, equipment, and labor required for implementation shall be provided by proposer.

3.0 TIMELINE FOR THIS RFP

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.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

EVENT	DATE
RFP issued	<i>April 4, 2017</i>
Deadline for questions	<i>April 7, 2017</i> <i>No later than 2pm (PT)</i>
Pre-proposal Conference	<i>A pre-proposal conference will not be held</i>
Questions and answers posted	<i>April 12, 2017</i>
Latest date and time separate Technical and Cost proposals may be submitted	<i>April 24, 2017</i> <i>No later than 2 pm (PT)</i>
Anticipated interview and demonstration dates (<i>estimate only</i>)	<i>May 2-3, 2017</i>
Evaluation of non-cost proposals (<i>estimate only</i>)	<i>May 4-12, 2017</i>
Publication of non-cost proposal scores (<i>estimate only</i>)	<i>May 15, 2017</i>
Public opening of cost portion of proposals @ 455 Golden Gate Avenue, San Francisco, CA (<i>estimate only</i>)	<i>May 18, 2017</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>May 22, 2017 (Monday)</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>May 23-June 5, 2017</i>
Contract Start Date (<i>estimate only</i>)	<i>July 1, 2017</i>
Contract End Date	<i>June 30, 2020</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: JUDICIAL COUNCIL Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this Judicial Council Standard Form for a Master Agreement.
Attachment 3:	On this form, the Proposer must indicate

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

Proposer's Acceptance of Terms and Conditions	acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term may render a proposal non-responsive.
Attachment 4: General Certification Form	The Proposer must complete the Certification Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
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 Contacting Act	Proposer must submit this certification <i>if bid amount for all years' total \$1,000,000 or more.</i>
Attachment 8: Unruh and FEHA Certification	Proposer must submit this certification if bid amount is \$100,000 or more.
Attachment 9: DVBE Bidder Declaration	DVBE Participation document for completion by Proposer.
Attachment 10: DVBE Declaration	DVBE Participation document for completion by Proposer.
Attachment 11: Employee Counts	Proposer must submit this certification if bid amount is \$100,000 or more.
Attachment 12: Configuration Worksheets	Proposer must submit the approximate employee counts for each Participating JBE requesting services through estimation of number of eligible employees.
Attachment 13: Cost Proposal Revision 1	Proposer must submit a Cost Proposal indicating license fees if any, unit prices and/or hourly rates.
Attachment 14: Response Template Revision 1	Vendor completed form summarizing the functionality.

Oral responses will not be accepted.

Response should include a complete information about Proposer's company and its ability to perform the requested services, including:

- A. Number of years in business.
- B. Brief history of the firm, including ownership structure and key principals.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- C. Attachment of samples of related payroll reports, paycheck stubs, and any other documents appropriate to the success of this project.

COST AND ADDITIONAL INSTRUCTIONS

Submit a detailed cost proposal showing total cost (in unit prices, hourly rates and licensing fees, if any) for each service listed. If a service or function is included in the basic payroll processing costs, please indicate this in the cost proposal. If Proposer does not offer a specific service, function, or option, please indicate this in the cost proposal.

Proposers should include comments on ability to provide the services in section 2.4.

Prices quoted in the five “Configuration Cost Worksheets” scenarios (**Attachment 12**) may be approximate and based upon past experiences in similar situations. The Worksheets are designed to give the Proposer a general representation of the different payroll configurations found in the trial court system and assist the JUDICIAL COUNCIL in cost comparisons.

5.0 PAYMENT INFORMATION

5.1 FEES

- A. In consideration of and subject to the satisfactory performance by Contractor of the Services, the PARTICIPATING JBE shall pay to Contractor the fees as set forth in the Master Agreement. Except as expressly set forth in the Master Agreement:
 - a. That such fees are the entire compensation for all Services; and
 - b. All expenses relating to the Services are included in such fees and shall not be reimbursed by the PARTICIPATING JBE.
- B. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to the Master Agreement. Notwithstanding any provision in this Master Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under the Master Agreement. Contractor shall immediately refund any payment made in error. The PARTICIPATING JBE shall have the right at any time to set off any amount owing from Contractor to the PARTICIPATING JBE against any amount payable by the PARTICIPATING JBE to Contractor under the Master Agreement.

5.2 COMPENSATION FOR CONTRACT WORK

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- A. For performing the Work of the Master Agreement, Work to be Performed, the PARTICIPATING JBE shall compensate the Contractor upon the acceptance of each Deliverable at the firm fixed prices set forth in the Master Agreement, provided the Contractor completes each Deliverable timely as set forth, and the PARTICIPATING JBE accepts each Deliverable as set forth.
- B. The firm fixed prices set forth, includes all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the PARTICIPATING JBE.
- C. The Contractor shall not request nor shall the PARTICIPATING JBE consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- D. The total amount the PARTICIPATING JBE may pay the Contractor, pursuant to this provision, shall be TBD.

5.3 DIRECT EXPENSES

All fees and charges noted in the Master Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Master Agreement.

5.4 OTHER EXPENSES

The PARTICIPATING JBE shall not consider reimbursement for costs not defined as allowable in the Master Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of the Master Agreement.

5.5 TAXES

The PARTICIPATING JBE is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The PARTICIPATING JBE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to the Master Agreement.

5.6 METHOD OF PAYMENT

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, no more often than once a month. After receipt of invoice, the PARTICIPATING JBE will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The PARTICIPATING JBE will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- a. The Contract number.
 - b. A unique invoice number.
 - c. The Contractor's name and address.
 - d. The taxpayer identification number (the Contractor's social security or federal employer identification number).
 - e. A description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable made, as appropriate.
 - f. The DVBE dollars expended, if DVBE commitments were made;
 - g. The appropriate receipts for reimbursement of allowable expenses, if the Master Agreement provides for reimbursement.
 - h. The dates and hours worked.
 - i. The contractual charges, including the appropriate cost, price, rate, progress payment, or expenses, if allowable under this Contract.
 - j. A preferred remittance address, if different from the mailing address or the following remittance address:
Contractor: TBD
Attn: TBD
Remit address: TBD
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to the official address of the PARTICIPATING JBE.
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

5.7 DISALLOWANCE

If the Contractor claims or receives payment from the PARTICIPATING JBE for a service or reimbursement that is later disallowed by the PARTICIPATING JBE the Contractor shall promptly refund the disallowed amount to the PARTICIPATING JBE upon the PARTICIPATING JBE's request. At its option, the PARTICIPATING JBE may offset the amount disallowed from any payment

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

due or that may become due to the Contractor under the Master Agreement or any other agreement.

5.8 PAYMENT DOES NOT IMPLY WORK IS ACCURATE

The granting of any progress payment by the PARTICIPATING JBE as provided in this Exhibit, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform, shall be rejected and shall be replaced by the Contractor without delay.

5.9 FINAL INVOICING

- A. Contractor must submit invoices for completed and accepted Deliverable no later than the “Invoice Due No Later Than” Date identified for each appropriate fund source in the Master Agreement. The PARTICIPATING JBE may not be responsible for payment of invoices received after the “Invoice Due No Later Than” Date specified for the applicable fund source.
- B. For the very last invoice to be processed against the Master Agreement, Contractor will identify as “Final Invoice.”

6.0 SUBMISSION OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. 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 non-cost portion and the cost portion.

- A. The Proposer must submit **one (1) original and three (3) copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the JUDICIAL COUNCIL in a single sealed envelope, separate from the cost portion. 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 three (3) copies** of the cost portion of the proposal. The original must be signed by an authorized

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the JUDICIAL COUNCIL in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.

- C. The Proposer must submit **two (2) electronic** version of the entire proposal on USB memory stick/flash drive. The files must 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:

Judicial Council of California
Attn: Lenore Fraga-Roberts, RFP No. HRDRM-17-05-RBB
Bid Desk
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- 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.

- 6.6 The JUDICIAL COUNCIL will not hold a pre-proposal conference.

- 6.7 RIGHTS

- A. The JUDICIAL COUNCIL reserves the right to reject any and all proposals, as well as the right to conduct or not conduct a similar proposal in the future. This request for proposals is in no way an agreement, obligation, or contract and the JUDICIAL COUNCIL is not responsible for the cost of preparation.

- B. Although it is the intent of the JUDICIAL COUNCIL to enter into a Master Agreement with Payroll Service Provider(s), acceptance of a proposal by the JUDICIAL COUNCIL or satisfaction of the RFP's requirements do not guarantee that the JUDICIAL COUNCIL or a trial court will enter into an agreement or contract with the payroll service provider(s). The Master Agreement will provide consistency in pricing for vendor products, services, and options throughout the trial court system.

- C. The contracted vendors will work directly with the individual trial courts to determine which products, services, or options are required. The Participating JBE may then use the terms of the Master Agreement to enter

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

into a Participating Addendum with the vendor. The decision to use a contracted vendor is entirely up to the Participating JBE. No financial award will result from the signing of this Master Agreement.

- D. One copy of a submitted proposal will be retained for official files and become a public record. The payroll service provider(s) selected will be required to sign a completed Judicial Council Standard Master Agreement Form. Special terms and conditions, as appropriate, will be included in the agreement.

7.0 PROPOSAL CONTENTS

7.1 NON-COST PORTION

The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- A. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the 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 the Proposer's designated representative for purposes of this RFP.
- C. Model number(s), specifications, or other description of the goods the Proposer proposes to supply to the JUDICIAL COUNCIL, including warranty information.
- D. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has provided similar goods. The JUDICIAL COUNCIL may check references listed by the Proposer.
- E. 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.
- F. A completed **Attachment 14: Response Template**.
- G. Acceptance of the Terms and Conditions (**Attachment 3**).

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- a. 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.
 - b. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- H. A narrative describing how the proposer intends to meet project requirements including implementation procedure/methodology, user training, migration services and ongoing maintenance & user support.
- I. Certifications, Attachments, and other requirements.
- a. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
 - b. Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either
 - (a) A California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or
 - (b) A certificate of registration issued under Revenue and Taxation Code section 6226.
 - c. 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. 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.
 - d. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

- e. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- f. The Proposer must complete the Small Business Declaration form (**Attachment 5**) only if it wishes to claim the small business preference associated with this solicitation.
- g. Proposer must complete the Payee Data Record Form (**Attachment 6**) so that the JUDICIAL COUNCIL can process payments.
- h. The Proposer must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.
- i. 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 bid.
- j. DVBE Bidder Declaration (**Attachment 9**) and DVBE Declaration (**Attachment 10**) must be submitted if applicable.

7.2 COST PORTION

The following information must be included in the cost portion of the proposal.

- A. Base on the approximate Employee Counts for each Participating JBE (**Attachment 11**), Proposer must submit a response to the Configuration Worksheet (**Attachment 12**) for requested services/options.
- B. Proposer pricing must include all anticipated charges, including, but not limited to: cost materials and product, implementation, licensing fees, training, all applicable taxes, overhead, profit, and cost of providing insurance.
- C. Participating JBE locations are exempt from federal excise taxes and no payment will be made for any taxes levied on the proposer's or any subcontractor employee's wages. Participating JBE locations will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Proposer must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on vendor's invoice.

HRDRM-17-05-RBB
 California Court Payroll Vendor Services
 REQUEST FOR PROPOSAL

- D. Proposer’s pricing proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the Judicial Council and the Participating JBE locations if .the Master Agreement is renewed after the initial term.

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 period, the JUDICIAL COUNCIL reserves the right to negotiate extensions to this period.

9.0 EVALUATIONS OF PROPOSALS

The JUDICIAL COUNCIL will review all proposals that are received to determine the extent to which they comply with the solicitation document requirements. The names, titles, locations, and experience of the reviewers or the details of the evaluation process are not available to the Proposers.

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0 at 455 455 Golden Gate Avenue, 6th Floor, San Francisco, CA 94102-3688.

The JUDICIAL COUNCIL 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.

If a contract will be awarded, the JUDICIAL COUNCIL will post an intent to award notice at <http://www.courts.ca.gov/rfps.htm>.

CRITERION	MAXIMUM NUMBER OF POINTS
Ability to provide the Deliverables in Attachment 14: Response Template	12
Implementation Methodology	10
Support & Training Services – credentials of staff to be assigned to implementation and maintenance	7
Cost/Pricing	50
Ability to meet timing requirements to complete implementation & resolve helpdesk requests	8

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

Acceptance of the Terms and Conditions in Attachment 3	5
Ability to provide required Certifications, Attachments and Other Requirements listed in Section 7.	8

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

It is absolutely essential that the Proposer carefully review cost information in the proposal, since change in the information will not be permitted after the proposal has been submitted to the JUDICIAL COUNCIL.

During the evaluation process, the JUDICIAL COUNCIL may require a Proposer's representative to answer questions with regard to the proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

The evaluation process may also include a demonstration, at the JUDICIAL COUNCIL's discretion. The demonstration may be used to verify the claims made in the Bid, corroborate the evaluation of the Bid, or confirm that the hardware and software are actually in operation. If a demonstration is required, the JUDICIAL COUNCIL will give notice to the Bidder. The Bidder must make all arrangements for demonstration facilities at no cost to the JUDICIAL COUNCIL. The location of the demonstration may be determined by the JUDICIAL COUNCIL. The Evaluation Team, in its good faith judgment, will determine whether or not a demonstration has been successfully executed.

10.0 INTERVIEWS AND DEMONSTRATIONS

The JUDICIAL COUNCIL will 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 likely be held at the JUDICIAL COUNCIL's offices. The JUDICIAL COUNCIL will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JUDICIAL COUNCIL will notify eligible Proposers regarding interview arrangements.

The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JUDICIAL COUNCIL will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JUDICIAL COUNCIL’s right to disclose information in the proposal, or (b) requiring the JUDICIAL COUNCIL to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

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 10.0 above.

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 of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

- A. Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 9**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- B. Proposer must submit with its proposal a DVBE Declaration (**Attachment 10**) 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.

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

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.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the JUDICIAL COUNCIL's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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.

FRAUDULENT MISREPRESENTATION 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.

13.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the JUDICIAL COUNCIL's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the JUDICIAL COUNCIL's sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Proposer must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (**Attachment 5**). The

HRDRM-17-05-RBB
California Court Payroll Vendor Services
REQUEST FOR PROPOSAL

Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the JUDICIAL COUNCIL may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting 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 non-responsive, and will result in rejection of the protest. The deadline for the JUDICIAL COUNCIL to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council of California
Attn: Protest Officer, RFP No. HRDRM-17-05-RBB
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688