

RFP Number: ISD-201002-CT

Project Title: Master Agreements for Technical Staff Augmentation Services

RFP Attachment D

Work Order Process and Administration

Attachment D-1, Work Order Process and Administration

Attachment D-2, Work Order Request Form

Attachment D-3, Work Order Form

WORK ORDER PROCESS AND ADMINISTRATION

1. General Description of Work

- A. The AOC makes no representations about the number or amount of Work Orders that may be awarded to the Contractor hereunder. The AOC does not guarantee that a Holder will receive a specific volume of work, a specific total contract amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the AOC may award under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of any individual Work Order awarded under this Master Agreement.
- B. Pursuant to a WORF issued by the AOC, the Holder will propose high-quality, cost-effective Candidate(s) to fill the AOC's professional technical staffing requirement throughout the term(s) of the Master Agreement, in accordance with **Exhibit B, Special Provisions, paragraph 6, Agreement Term(s) and Options to Renew**. [For purposes of this RFP, this reference is currently in Attachment B of the RFP]
- C. Work to be performed for any individual Work Order will be determined and specified in the WORF. If Holder is selected to provide the Key Personnel for the requirement pursuant to the evaluation criteria set forth in the WORF, such Work will be authorized via a bilaterally executed Work Order under direction from the State's Project Manager.

2. Work Order Process

- A. Process Initiation. The AOC will initiate the process for putting a Work Order in place by emailing a WORF, substantially in the form of **Attachment 1 of the Master Agreement** [for purposes of this RFP, this reference is currently Attachment D-2 of the RFP], to all master agreement holders (each a "**Holder**" collectively "**Holders**"). The WORF shall constitute a formal Work Order solicitation.
- B. WORF Solicitation. The AOC will complete Part I of the WORF which will identify the following for each specific staff augmentation job/position being solicited:
 - i. A unique identifying WORF number for the staff augmentation position being solicited;
 - ii. The position Classification for the position being solicited;
 - iii. The project for which the position will be providing the Work;
 - iv. Any budgetary limitation for the subsequent Work Order, including (i) maximum hourly rate and (ii) annual dollar range that will be considered, where the annual dollar range is inclusive of personnel, materials, overhead, subcontractor markup, profit, and Travel Expenses;
 - v. The designated Home Base for the solicited position;

- vi. Whether travel away from Home Base will be required in performing the Work, including (i) the estimated percentage of time that the position will be required to travel, and (ii) an estimated dollar amount that would be available for reimbursement of Travel Expenses for the WO Initial Term;
- vii. Whether After-Hours Maintenance and Support may be required of the position in the subsequent Work Order, and the amount of any estimated funds that would be identified for this purpose;
- viii. The duration of the assignment, including defining the WO Initial Term and subsequent WO Option Terms, if any;
- ix. The maximum number of Candidates that a Holder may propose for the specific requirement;
- x. The due date and time for any clarification questions regarding the WORF, and the date the AOC will respond to any such questions;
- xi. The due date and time for submission of WORF hardcopy proposals;
- xii. The contact name and address for submission of WORF hardcopy proposals;
- xiii. The interview window timeframe for the top-rated proposed candidates;
- xiv. A listing of the minimum job-specific skills and qualifications required of each Candidate;
- xv. A listing of additional skills and qualifications desired of each Candidate;
- xvi. The evaluation criteria that will be used to evaluate the submitted WORF proposals;
- xvii. Complete list of Tasks and responsibilities to be performed for the subsequent Work Order;
- xviii. Complete list of Deliverables to be provided for the subsequent Work Order, including Option Terms, if any; and,
- xix. Additional requirements not covered in any other section, if any.

C. Clarification of WORF. In the event a Holder seeks clarification of a WORF, the Holder must submit any such clarifying questions by email to the AOC's Solicitations mailbox ("**Solicitations Mailbox**") by the due date and time for questions set forth in the WORF.

- i. The Holder shall include the WORF number in subject line of any such submitted questions. Failure to include the WORF number may result in the AOC not answering the question(s);
- ii. The email address of the AOC's Solicitations Mailbox is:

solicitations@jud.ca.gov

- iii. Questions received by the AOC after the due date and time for questions will not be answered;
- iv. Without disclosing the source of the question(s), the AOC will email a copy of all questions and the AOC's response to those questions to all Holders;
- v. The AOC reserves the right to edit questions for clarity and relevance; and

- vi. The AOC, at its sole discretion, may elect not to address a question.
- vii. If, as a result of this clarification process, the AOC determines, at the AOC's sole discretion, that the WORF should be revised, the AOC will issue an addendum to the WORF.

D. Errors in the WORF.

- i. If, prior to the date fixed for submission of proposals, a Holder discovers any ambiguity, conflict, discrepancy, omission, or error in WORF, the Holder shall immediately notify the AOC via email to the Solicitations Mailbox, identified in section C.ii., above, and request modification or clarification of the WORF. If a Holder is requesting a modification, the request must state the recommended modification and the Holder's reasons for proposing the modification. Without disclosing the source of the request, the AOC may modify the WORF prior to the date fixed for submission of WORF proposals by releasing an addendum to the WORF.
- ii. If a Holder fails to notify the AOC of an error in the WORF known to Holder, or an error that reasonably should have been known to Holder, prior to the date fixed for submission of WORF proposals, Holder shall propose at its own risk. Furthermore, if Holder is awarded the agreement, Holder shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. Withdrawal and Resubmission/Modification of WORF Proposals.

A proposer may withdraw its WORF proposal at any time prior to the deadline for submitting WORF proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the proposer. The proposer may thereafter submit a new or modified WORF proposal, provided that it is received at the AOC no later than the proposal due date and time listed in the WORF. Modifications offered in any other manner, oral or written, will not be considered. WORF proposals cannot be changed or withdrawn after the WORF proposal due date and time listed in the WORF.

F. Submission of WORF Proposal(s). By the due date and time set forth in the WORF, Holders shall submit hardcopy WORF proposals to the contact name and address set forth in the WORF.

- iii. Provide a separate original and **(XX)** hardcopies of the completed and signed WORF proposal (both Parts I and II) **for each proposed Candidate**, up to the maximum number of Candidates set forth in the WORF.
- iv. Provide one (1) electronic copy of each WORF proposal in an unprotected MS-Word compatible format on either a CF-ROM or DVD along with the original and hardcopies of the WORF proposal required per this section.
- v. A Holder's submitted WORF proposal shall constitute an irrevocable offer for **30 days** following the Proposal Due Date & Time as set forth on the WORF.

- vi. WORF proposals must be delivered to the individual listed in the “Deliver Hardcopy Proposal to” section of the WORF and must be received no later than the Hardcopy WORF Proposal Due Date & Time as set forth on the WORF.
- vii. All WORF proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. WORF proposals received prior to the Hardcopy WORF Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Hardcopy WORF Proposal Due Date & Time. WORF proposals received after the Hardcopy WORF Proposal Due Date & Time will be deemed non-responsive and will not be considered. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- viii. The proposer is solely responsible for ensuring that the full and complete WORF proposal is received by the AOC in accordance with the solicitation requirements prior to the Hardcopy WORF Proposal Due Date & Time and at the place specified.
- ix. Submitting WORF proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.
- x. One copy of each submitted WORF proposal will be retained for official files and will become a public record, subject to disclosure under Rule 10.500.

G. Specifics of a Responsive WORF Proposal.

- i. Proposers shall complete Part II of the WORF which when signed by proposer shall constitute Holder’s WORF proposal.
- ii. Proposers shall not attach additional files to WORF proposals unless specifically requested or required to do so by the WORF.
- iii. Proposers shall incorporate the requested content into the specified block of the WORF and not imbed links to document(s) instead of the required content (i.e., resumes will be incorporated into the block and not attached separately, etc.).
- iv. Holders shall propose no more than the maximum number of candidates specified in the WORF. The AOC may deem the WORF proposal from a Holder that proposes more candidates than the maximum number specified by specific WORF as non-responsive and may not evaluate such WORF proposal.
- v. For individual WORFs, a Holder may propose overhead and profit margins at rates less than those set forth in the Holder’s Master Agreement, provided, however, neither the proposed overhead nor the proposed profit margin may exceed the rates set forth in the proposer’s Master Agreement.
- vi. WORF proposals must be signed by an individual authorized to bind Holder to all statements contained in the WORF proposal.

H. Error in the WORF Proposal.

If errors are found in a WORF proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the proposer (if selected for the award of the Work Order), the proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the WORF proposal.

I. Evaluation of WORF Proposals.

- i. WORF proposals received by the due date and time specified in the WORF will be evaluated using the criteria specified in the WORF.
- ii. It may be necessary for the AOC to request additional documentation or information in order to clarify aspects of a WORF proposal. Should the AOC request such documentation or information, proposer shall provide the requested documentation or information no later than the date specified by such a request.
- iii. The AOC will conduct a preliminary evaluation using only that criteria specified in the WORF, and develop a short-list of the top-ranked candidates to be interviewed. The AOC will communicate the list of such short-listed candidates to Holders that submitted WORF proposals. Candidates that do not make the short-list will not be considered further in the evaluation process.
- iv. If set forth in the WORF, the AOC will conduct interviews of the top-ranked short-listed candidates to clarify relevant aspects set forth in Holder's WORF proposal, and to determine the candidate's technical competence and communications skills.
 - a) If a candidate is invited to participate in an interview, such interview will be conducted at a mutually agreeable date and time within the interview window timeframe set forth in the WORF, and at a location specified in the WORF, likely, but not necessarily, the Home Base. The AOC reserves the right to also conduct interviews by phone.
 - b) The AOC will not reimburse such candidates for any costs incurred in traveling to or from the interview location.
 - c) Following the interview, if held, the interviewed candidates will be re-scored in all relevant evaluation criteria.
 - d) Failure of a candidate to participate in an interview within the interview window timeframe required by the WORF, will disqualify such candidate from further consideration.

J. Right to Reject WORF Proposals.

- i. The AOC may reject any or all WORF proposals and may or may not waive an immaterial deviation or defect in a WORF proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the WORF or excuse a proposer from full compliance with WORF solicitation specifications. The AOC reserves the right to accept or reject any or all of the items in the WORF proposal, to award the Work Order in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if WORF proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- ii. In addition to the right to reject any and all WORF proposals, in whole or in part, the AOC also reserves the right to issue similar WORFs in the future. A WORF is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the proposer's cost of preparing any WORF proposal submitted in response to a WORF.

K. Candidate Selection and Authorization of Work Order.

- i. Upon completion of the evaluation of WORF proposals, including interviews to clarify WORF proposal, if held, the AOC will identify the top-rated candidate and will issue a Notice of Intent to Award to all Holders identifying the selected candidate that will be the Key Personnel and Holder that proposed the selected candidate.
- ii. The AOC will subsequently forward an executable Work Order, substantially in the form of **Attachment 2 to the Master Agreement** [for purposes of this RFP, this attachment is currently Attachment D-3 of the RFP], to the selected Holder for execution and return to the AOC.
- iii. The selected Holder shall print out, sign and return two (2) complete copies of the executed Work Order to the AOC, at which point the AOC will fully execute the duplicate Work Order forms.
- iv. One of the original fully executed Work Order forms will be returned to the selected Holder and the other original will be retained by AOC's Business Services.
- v. Upon full execution of a Work Order, Contractor's Key Personnel shall commence the Work of the Work Order effective on the Effective Date of that Work Order. Any commencement of Work by Contractor or Contractor's Key Personnel prior to the full execution of a Work Order shall be at Contractor's own risk.

L. Work Order Process Protest Procedures.

i. General.

Failure of a proposer to comply with the protest procedures set forth in this Section L, Work Order Process Protest Procedures, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

ii. Prior to Submission of Proposal.

Only a Holder with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the Work Order solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a WORF proposal. Such protest must be received prior to the due date and time for submittal of WORF proposals, as set forth in the WORF. The protestor shall have exhausted all administrative remedies discussed in this **Exhibit D, Work Order Process and Administration of the Master Agreement** [for purpose of this RFP, this reference is currently Attachment D-1 of the RFP] prior to submitting the protest. Failure to do so may be grounds for denying the protest.

iii. After Notice of Intent to Award.

A Holder submitting a WORF proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the WORF proposal evaluation or selection period if it meets all of the following conditions:

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

Protests must be received **no later than five (5) business days** after the protesting party receives notice that the AOC intended to award the Work Order to another WORF proposer.

iv. Form of Protest.

A proposer who is qualified to protest shall submit the protest as follows:

- a) The protest must be in writing and sent by certified mail, registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the contact name and address for submission of WOLF hardcopy proposals. If the protest is hand-delivered, a receipt must be requested.
- b) The protest shall include the name, proposer, physical and electronic addresses, and telephone numbers of the party protesting.
- c) The title and number of the WOLF solicitation document under which the protest is submitted shall be identified.
- d) A detailed description of the specific legal and factual grounds of protest, including any supporting documentation.
- e) The specific ruling or relief requested must be stated.

The AOC, at its sole discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

v. Determination of Protest Submitted Prior to Submission of a WOLF Proposal.

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the WOLF solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a WOLF proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of WOLF proposals, as set forth on the WOLF. If required, the AOC may extend such WOLF proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the Work Order award until the protest is resolved or denied or proceed with the award and implementation of the Work Order.

vi. Determination of Protest Submitted After Submission of A WOLF Proposal.

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the proposer within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the proposer. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole

discretion, may elect to withhold the Work Order award until the protest is resolved or denied or proceed with the award and implementation of the Work Order.

vii. Appeals Process.

- a) The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under **Section 12, Deliver Hardcopy WOLF Proposal to, of the WOLF**, within five (5) business days of the issuance of the Contracting Officer's decision.
- b) The justification for appeal is specifically limited to:
 - i) Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - ii) Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
 - iii) Decision of the Contracting Officer was in error of law or regulation.
- c) The proposer's request for appeal shall include:
 - i) Name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the proposer filing the appeal or their representative;
 - ii) Copy of the Contracting Officer's decision;
 - iii) Legal and factual basis for the appeal; and
 - iv) Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
- d) Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

viii. Protest Remedies.

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the

seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

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

3. Work Order Administration.

- i. The AOC's Project Manager will be responsible for managing Work Order Project activities and reviewing monthly project summary reports and meeting with key personnel bi-weekly or as needed and escalate issues for resolution to AOC management.
- ii. The Contractor is not authorized to make final and binding decisions or approvals on behalf of the State. The Contractor shall obtain all necessary approvals from the Work Order Project Manager and/or the Business Services Manager as may be required.
- iii. The Contractor shall submit monthly progress reports to the Work Order Project Manager, describing Work performed, Work status, Work progress, difficulties encountered, remedial actions, and statement of activity anticipated.
- iv. In the event the AOC desires to add a new position description which is not currently set forth in Exhibit C, Classifications, the AOC will provide a Notice to all Holders, signed by the AOC's Business Services Manager, documenting the inclusion of the new position which will be incorporated via a subsequent Amendment to the Master Agreement. Prior to the Amendment, but after such Notice is delivered to the Holders, the AOC may solicit such requirement under the Work Order Process set forth herein.
- v. In the event the AOC elects to exercise a Work Order Option Term as set forth in a Work Order, and provided there are no changes to any element of the Work Order, the Work Order will be modified by a Work Order Amendment Form (Unilateral), substantially in the form of **Attachment 4, Sample Work Order Amendment Form (Unilateral), of the Master Agreement**, [For purposes of this RFP, this reference is currently in Attachment B of the RFP, and the form has not yet been developed] executed by the AOC.
- vi. If the Parties agree, the AOC may increase or decrease the hours specified in a Work Order Option Term set forth in **Attachment 3 to the Work Order** [For

purposes of this RFP, this reference is currently in Attachment D-3 of the RFP] by up to five (5) percent (%) without such increase or decrease constituting a change in the Work Order scope. Any such change may only be made via a bilateral execution of a Work Order Amendment Form (Bilateral), substantially in the form of **Attachment 3 to the Master Agreement, Sample Work Order Amendment Form (Bilateral)** [For purposes of this RFP, this reference is currently in Attachment B of the RFP, and the form has not yet been developed].

- vii. Except for the AOC's election to exercise a WO Option Term as set forth in section 3.v, above, any changes or modifications to a Work Order may only be made via a bilateral execution of a Work Order Amendment Form (Bilateral), substantially in the form of **Attachment 3 to the Master Agreement, Sample Work Order Amendment Form (Bilateral)** [For purposes of this RFP, this reference is currently in Attachment B of the RFP, and the form has not yet been developed].

4. Termination of Work Order.

- i. Termination of a Work Order, in whole or in part, is addressed under the following provisions of the Master Agreement: (i) Exhibit A, Standard Provisions, section 3, Termination for Cause; (ii) Exhibit B, Special Provisions, section 3, Termination Other Than for Cause; or (iii) Exhibit B, Special Provisions, section 4, State's Obligation Subject to Availability of Funds, as applicable. [For purposes of this RFP, these references are currently in Attachment B of the RFP]
- ii. See Exhibit B, Special Provisions, section 11, Contractor's Personnel and Replacement of Personnel, of the Master Agreement [for purposes of this RFP, this reference is currently in Attachment B of the RFP] for conditions pertaining to replacement of Key Personnel or Key Staff.

5. Disposition of WOLF Proposals

All materials submitted in response to a WOLF solicitation will become the property of the State of California and will be returned only at the AOC's concurrence and at the expense of the proposer submitting the proposal. One copy of a submitted WOLF proposal will be retained for official files and becomes a public record.

END OF ATTACHMENT D-1