

**State of Minnesota**  
**Third Judicial District**  
**ADMINISTRATIVE LEADERSHIP DEVELOPMENT INITIATIVE**  
**Request for Proposal**

The Third Judicial District is seeking a vendor that will work directly with the District Administrator, Assistant District Administrator and the eleven Court Administrators to develop individual understanding and leadership growth for each administrator; to effectively mesh individual leadership abilities within the District's administrative team in order to enhance the role and effectiveness of the team; and to positively impact to the broader system at the District and State levels via the individual growth and team enhancements.

During the initiative the vendor should use and interpret a variety of individual assessment tools such as Meyers Briggs Type Indicator, Campbell Leadership Index, EQ in Action, 360 by Design, etc. These assessments should be completed within the first three months of the twelve-month project cycle and should be used, in part, to produce individual development plans for each of the thirteen administrators. The vendor shall use a variety of learning methods throughout the initiative. The twelve month cycle shall conclude by June 30, 2007.

Please provide a brief proposal that reflects:

- 1) The approach your organization would take for the Third Judicial District's leadership initiative;
- 2) The cost for each component within your plan;
- 3) The timeline in which you would accomplish your plan.

The Third Judicial District will only consider written and timely communications from Responders. An authorized representative of the Responder shall submit inquiries in writing. Only those inquiries received by the established deadline shall be considered by the Third Judicial District. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective Responders.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Shelley Ellefson  
Judicial District Administrator  
Third Judicial District  
1210 ½ NW 7<sup>th</sup> St. #220  
Rochester, MN 55901  
[www.shelley.ellefson@courts.state.mn.us](mailto:www.shelley.ellefson@courts.state.mn.us)  
Phone: 507-285-7466

**Proposal Submission Deadline**

**Final Written Proposals must be submitted to Shelley Ellefson at the address indicated above no later than 4:30 p.m. CST on Friday, Friday, April 21, 2006**

## **Minnesota Courts, Third Judicial District, Request for Proposal**

The Third Judicial District is seeking assistance in developing individual leadership skills among the district and court administrators of the district through an increased awareness of the nature of leadership skills and coaching in the use and development of those skills for each individual. In addition to developing individual skills, the District is seeking consultation and training in developing team effectiveness as district and trial court administrators seek to articulate and implement the management vision for the courts in the District.

### **I. Project Background**

The Minnesota trial courts are divided into ten judicial districts. After July 1, 2005 the trial court operation in the Third Judicial District became almost totally funded by a general fund appropriation from the state legislature. Prior to that time each county was a separate administrative operation with some coordination and training provided at the district level. With state funding district and county court administrators are jointly exploring cooperative ways to interact and lead the administrative staff within the judicial district to enhance the operation of the courts, develop and articulate with and for that staff a strategic vision of how the courts will provide service to the public and the bench, and create an enhanced awareness of how the Third District administrative vision and staff relate to the broader administrative structure of the courts.

### **Operational Units and Leadership**

The local court administrator is the leader of the administrative operation within the county and is required to interact with other local officials to manage the operations of the court effectively. Each county has a court administrative office where the record keeping, scheduling, fine collections, and a large variety of other administrative work of the courts occur.

The judicial district is the organizational unit for the trial courts in relation to the broader governance of the district. Each district has a chief judge and judicial district administrator who are responsible for managing the administrative affairs of the district. The judicial district administrator coordinates programs, services, and resource allocation among the courts within the judicial district.

Services in support of case adjudication, such as jury, guardian ad litem, psychological exams, and interpreters are state funded and administered by the courts. Operational control, oversight, management and policy setting for these services may occur at county, district and state levels and require the active and informed participation of administrative leaders at all levels.

Policy setting occurs largely through the collaboration of district and state court administration leaders. Court leaders investigate a particular topic, identify the need for change, propose best practices or rules, and develop an implementation plan. Operational program management and control reside at the local level. Counties and districts have the flexibility to initiate and implement programs independently. Leadership needs to be understood in terms of interpreting court management needs and vision to other levels of the court governance structure and working collaboratively with peers throughout the court management structure to define and establish the management vision for the courts.

The State Court Administrator's Office provides administrative support to the Judicial Branch in the following areas: court services, human resources, labor relations, accounting and finance, statistical and policy research, legal services, technology, court information, education and organizational development and internal audit services.

## **II. Project Description**

The consultant will propose a training program and timetable which will:

### **Phase I-Individual Development**

- Assess the current leadership skills of the eleven individual court administrators, the deputy district administrator and the district administrator using assessment tools such as Meyers Briggs Type Indicator, Campbell Leadership Index, EQ in Action, 360 by Design, etc. Meyers Briggs Type Indicator and 360 by Design assessment results may be provided by the Court; if so, the consultant is expected to use this information to supplement other assessment instruments as deemed appropriate by the consultant for use in the remaining steps of Phase I.
- Develop individual improvement plans for each of the project participants based on the assessment and individual leadership development goals
- Coach or mentor individual project participants throughout the course of the twelve month project as necessary to facilitate improvement

### **Phase II-Team Development**

- Assess the team functionality among county and judicial district project participants
- Develop strategies for improvement of the team interaction and effectiveness with respect to leadership skills
- Coach and provide feed back to the project team on the exercise of leadership skills as a team with respect to management issues within the Third Judicial District

## **Work Product**

The consultant will:

- propose to the project participants the appropriate assessment tools which the consultant anticipates using, facilitate the group selection of appropriate tools and their scheduled use;

- identify any group training sessions which will be used to foster an increased awareness among project participants of the nature of, use for and application of leadership skills and team building skills and the proposed time for each within the overall twelve month project schedule,
- identify the amount of individual coaching that will be available to individual team members to assist them in individual skill development and specify how that assistance will be provided, if requested
- identify the amount of team coaching that will be provided to increase the effectiveness of team collaboration and leadership and how that will be scheduled.
- identify the feedback on individual and team progress at the end of the project to assess effectiveness and identify the need for further improvement.

### **III. Project Administration**

#### **Timeline**

The consultant should be able to start the work within thirty days of the award of a contract. The desired completion date is June 30, 2007.

#### **Project Oversight**

The Judicial District Administrator will be responsible for the oversight of this project and will work with the selected consultant in identifying the appropriate assessment tools, and establishing the training schedule and feedback process for both the individual and team participants.

## **INSTRUCTIONS TO RESPONDERS**

### **Proposal Response Format**

Any proposal submitted for consideration must follow the format and order of presentation described below:

#### **Cover Letter**

Shall contain a summary of the Responder's ability to perform the services described in the RFP and confirm that the Responder is willing to provide those goods and perform those services and enter into a contract with the Minnesota Judicial Branch. The letter shall be signed by a person having the authority to commit the Responder to a contract.

#### **Table of Contents**

Shall be organized to show how each element of the proposal meets the needs stated in the RFP.

## **Responder Qualifications and Experience**

Because of the timeframe for completion of this project, familiarity with court processes, legal constraints on court managers, and operating environment is critical to the success of this project. Responder shall provide references for similar scope projects provided to government entities within the past seven years. A minimum of six references is required. A contact person and telephone number for each reference must be included.

## **Technical Proposal**

The Responder shall identify a project timeline for the completion of each of the identified work products specified in the request and describe how the responder intends to conduct the project to develop those work products. If the responder identifies data needed to complete the project which may not be available from the Third Judicial District, the Responder should identify the methods envisioned to collect the data, i.e. survey, field work, etc. The responder shall identify specific personnel who will be associated with the development of each major work product and identify the role envisioned by the Responder for the individual. Responders shall exhibit their understanding and approach to the project and address how each element will be accomplished and the required timeframe.

## **Proposed Cost of the Project**

The successful Responder will include the following:

- a. The consultant time required to develop specific work products, the hourly rates of the consultants associated with each work product or process, and the total cost associated with each component of the project.
- b. Overhead costs including transportation, administrative overhead, report preparation, mailing, and other project costs. Please identify and itemize each anticipated cost.
- c. The cost of administering and scoring each component analytical tool proposed for use within the project.
- d. The total project cost for the individual leadership development and team leadership development components of this project.

## **Project Schedule**

The Responder shall provide a detailed implementation schedule. This schedule is to include implementation actions, timelines, responsible parties, etc.

### **Number of Response Copies**

Each Responder shall submit one (1) signed original response and six (6) additional copies of the proposal.

### **Project Evaluation**

Proposals will be evaluated on the basis of the best value for the court. Best value means achieving an appropriate balance between price and other factors that are key to this particular project. Factors upon which the proposals will be judged include, but are not limited to, the following:

1. Conformance to specifications as define in this RFP
2. Responder's familiarity with the Minnesota courts
3. Responder's familiarity with leadership analytical tools
4. Responder's experience in implementing similar projects in a timely fashion
5. Responder's qualifications as a trainer with a focus on applying abstract principles in a pragmatic fashion to achieve organizational results
6. Experience in leading projects for organizations in transition to gain consensus

## GENERAL RFP TERMS AND CONTRACT CONDITIONS

1. **Estimated Amount:** The Contract shall be for the actual requirements of the State as determined by the Judicial District Administrator during the life of the Contract. It shall also be understood and accepted by the Responder that any services described in this RFP are desired by the Judicial District Administrator but impose no obligation upon the State.
2. **Time of Submission:** All responses must be received by the Judicial District Administrator by the due date and time. All responses will be time-stamped showing the date and hour received. LATE RESPONSES WILL NOT BE CONSIDERED.
3. **Alterations or Erasures:** An alteration or erasure of any price contained in the response which is used in determining the lowest responsible offer shall be rejected unless the price figure is crossed out and the correction is printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the response. THIS INCLUDES BUT IS NOT LIMITED TO CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE. RESPONSES PREPARED IN PENCIL WILL BE REJECTED.
4. **Authorized Signature:** The response must be fully and properly executed by an officer or other authorized representative of the Responder. If the Responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the Responder is a partnership, a letter of authorization shall be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.
5. **Acceptance or Rejection of Responses:** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
6. **Addenda to the RFP:** Changes to the RFP will be made by addendum. Any addenda issued will become part of the RFP. Each Responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFP.
7. **Responder Errors:** Prior to the opening of responses any Responder may withdraw a response by notifying the Judicial District Administrator in writing of the desire to withdraw, by appearing in person at the office of the Judicial District



Administrator, 1210 ½ NW 7<sup>th</sup> Street, #220, Rochester, MN 55901 and withdrawing the response, or by telegraphic writing or facsimile received by the Judicial District Administrator requesting withdrawal of the response.

Subsequent to the opening of responses, a person may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the director within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.

8. **Specifications:** Responders will be held to strict compliance with the specifications. If the response deviates from the specifications, the deviation must be clearly noted in the response. The State reserves the right to reject any or all responses that are not an approved equal.
9. **Material Deviation:** RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP. IF A RESPONSE MATERIALLY DEVIATES FROM THE RFP IT SHALL BE REJECTED.

A material deviation is an exception to the response solicitation that:

- a. Gives the Responder taking the exception a competitive advantage over other Responders.
  - b. Gives the State something significantly different from what the State requested.
10. **Prices:** All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the extension, the unit price prevails. No more than one unit price may be quoted on any one item unless otherwise provided for in the RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
  11. **Payment Terms:** Payment terms and timing should be specified in the proposal.
  12. **Publicity:** The Responder shall not make any representation of the State's opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State Court Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
  13. **Taxes:** DO NOT INCLUDE sales tax in pricing. The State of Minnesota holds

Direct Payment Permit 1114 and pays tax directly to the Department of Revenue.

14. **Acting in Cases of Doubtful Responsibility:** If the State has a reasonable basis to conclude that a Responder is insufficiently responsible to ensure adequate performance, that Responder's response may be rejected.
15. **Nonresponsive Offers:** Responses which do not comply with the RFP will be considered nonresponsive and will be rejected.
16. **Award:** Unless otherwise provided for in this RFP, the award will be made to the lowest responsible Responder meeting all terms, conditions, and specifications.
17. **Competition in Responding:** The State desires and encourages free and open competition among responsible Responders. Whenever and wherever possible, the State's Specifications, and General RFP Terms and Conditions will be designed to accomplish this objective, consistent with the necessity to satisfy the State's needs and the accomplishment of a good economical operation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action. Suggestions from Responders regarding requirements of RFP procedures are welcomed and will be given careful consideration.
18. **Governing Law:** The RFP and Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
19. **Laws and Regulations:** Any and all services, articles or equipment offered and furnished must comply fully with all local, state, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
20. **Jurisdiction and Venue:** This RFP and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Minnesota.
21. **Severability:** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Responder will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.

22. **Survivability:** The rights and duties of the State and Responder will survive the expiration or cancellation of the Contract.
23. **Assignment:** Responder cannot assign or transfer any rights or obligations under the Contract without the consent of the State and a fully executed assignment agreement.
24. **Conflict of Terms:** In the event of any conflict between these General RFP Terms and Contract Conditions and any Special Terms and Conditions, the Special Terms and Conditions govern.
25. **Cancellation:** Unless otherwise stated in the Special Terms and Conditions, the State may cancel the Contract upon 30 days' prior written notice. Cancellation may be in whole or in part.
26. **Force Majeure:** A Responder shall be excused from performance under the Contract for any period that the Responder is prevented from performing any deliveries as a result of an act of God, catastrophe, war, civil disturbance, epidemic, court order, or other circumstances beyond the Responder's control.
27. **Insurance:** Certificates of insurance, if called for in the Special Terms and Conditions, must be submitted upon request. Failure to do so may result in rejection of the response.
28. **State Audit:** The books, records, documents, and accounting procedures and practices of Responder and its employees, agents, or subcontractors relevant to the Contract must be made available and subject to examination by the State Legislative Auditor and State Auditor for a minimum of six years from the end of the Contract.
29. **Prompt Pay:** The State shall pay all undisputed invoices within 30 days following receipt of invoice for completed delivery of goods and services.
30. **Payment of Subcontractors:** In the event the Responder hires subcontractors to perform all or some of the duties of the Contract, the Responder understands that Minn. Stat. § 16A. 1245 requires that any such subcontractor be paid within ten days of the Responder's receipt of payment from the State for undisputed services provided by the subcontractor. The Responder agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Responder fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Responder for work performed under the Contract and deduct said payment from any remaining amounts due the Responder. Before any such payment is made to a subcontractor, the State shall provide the Responder written notice that payment will be made directly to a subcontractor. The Responder

must ensure that subcontractor transfers all intellectual or industrial property rights it may have in the work performed under the Contract to the State consistent with the intellectual property rights ownership article of the Contract. In the event the Responder does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under the Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Responder.

31. **Notice to Responders:** Pursuant to Minn. Stat. § 270.66, Minnesota Responders are required to provide their Minnesota Tax Identification Number (or Social Security Number) and Federal Employer Identification Number. Non-Minnesota Responders are required to provide their Federal Employer Identification Number (or Social Security Number) only. This information will be requested only from successful Responders, and may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require you to file State tax returns and pay delinquent State tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in payment of State obligations.
32. **Indemnification and Hold Harmless:** The Responder shall indemnify, save and hold the State, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the Contract by the Responder or Responder's agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Responder may have with the State's failure to fulfill its obligations pursuant to the Contract.
33. **Default:** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the requisitioning entity after delivery. No substitutions or cancellations are permitted without approval of the State. Back orders, defaults in promised delivery, or failure to meet specifications in the purchase order and/or the RFP authorize the State's Acquisition Management Specialist to cancel the award or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost and handling to the defaulting Responder. A Responder may be removed from the State's responder list or suspended from receiving awards for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted Contracts.
34. **Insurance Requirements:**

The successful Responder will be required to provide a Certificate of Insurance evidencing that Worker's Compensation Insurance is in force and effect during the entire term of the Contract. The State reserves the right to request a full certified copy of insurance policies.

35. **Disposition of Responses:** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Rules of Public Access to the Records of the Judicial Branch, the Responder must:
- a. clearly mark all trade secret materials in its response at the time of the response is submitted,
  - b. include a statement with its response justifying the trade secret designation for each item, and
  - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFPs for a minimum of seven years.

The State will not consider the prices submitted by the Responder to be trade secret materials.

36. **Public Access to Court Records:** The Responder must comply with the Rules of Public Access to the Records of the Judicial Branch, as it applies to all data provided by the State in accordance with this RFP, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Responder in accordance with this RFP.

In the event the Responder receives a request to release the data referred to in this article, the Responder must immediately notify the State. The State will give the Responder instructions concerning the release of the data to the requesting party before the data is released.