

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA BARBARA

REGARDING:

Compensation Study, RFP No. 192001

PROPOSALS DUE:

Friday, August 16 NO LATER THAN ***3:00*** P.M. PACIFIC DAYLIGHT TIME

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1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Santa Barbara (“Court”) and SEIU Local 620 have agreed to partner in a compensation study of the Court’s positions. This is the first such study to be performed.
- 1.2 The Court currently has approximately 45 job classifications across various operational and administrative units such as court operations, finance, information technology, human resources and legal services. The Court desires to have a study completed which compares the total compensation of these classifications with similar classifications at six comparator courts.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Court seeks the services of a person or entity with expertise or experience in conducting compensation studies for public entities, ideally courts. The consultant is expected to understand the general business environment and procedures of the Court, as well as the future trends in comparable organizations or industries. The results of the study must be completed and presented prior to April 30, 2020.
- 2.2 The services for the Compensation Study includes the following essential tasks:
 - 2.2.1 The consultant will facilitate at least one extensive initial meeting with the Labor Management Committee to discuss strategy, data collection methods, project plan, timeline and deadlines.
 - 2.2.2 Conduct a comprehensive total compensation survey using the Court’s pre-defined comparable courts, using not only job titles but duties and responsibilities based upon the Court’s job description and Judicial Council’s Uniform Model Classification codes.
 - 2.2.3 Conduct a total compensation analysis to provide the Court and SEIU Local 620 with an accurate assessment of how its compensation plan compares with the selected comparator courts. The total compensation analysis should include all forms of employee compensation including, but not limited to: base salary, cash supplements, special pay allowances, longevity pay, employer cost for benefits, retirement, social security and other taxes.
 - 2.2.4 Conduct analysis of employer paid insurance premium contributions for medical, dental, life insurance, disability and other applicable benefits.
 - 2.2.5 Conduct an analysis of leave benefits including holidays, sick leave and vacation.
 - 2.2.6 The consultant will provide bi-weekly status updates to the Labor Management Committee via conference call or email.

- 2.2.7 The consultant will present the draft results of the survey to the Labor Management Committee and receive feedback suggestions from the Committee.
- 2.2.8 The consultant will prepare a final written report of results to be delivered to the Labor Management Committee.
- 2.2.9 The consultant will discuss and demonstrate a propensity to defend all challenges to the survey.

3.0 PERIOD OF PERFORMANCE

The Court will contract for the duration of project, according to an agreed upon timeline. The final report is due, prior to April 30, 2020. The project will be deemed complete upon acceptance of the findings of the final written report.

4.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>Wednesday, July 31, 2019</i>
Deadline for questions	<i>Friday, August 9, 2019 by 5:00 p.m. Pacific Time</i>
Questions and answers posted	<i>Monday, August 12, 2019 by 5:00 p.m. Pacific Time</i>
Latest date and time proposal may be submitted	<i>Friday, August 16, 2019 no later than 3:00 p.m. Pacific Time</i>
Anticipated interview dates <i>(estimate only)</i>	<i>Wednesday, August 21, 2019</i>
Evaluation of proposals <i>(estimate only)</i>	<i>Friday, August 23, 2019</i>
Notice of Intent to Award <i>(estimate only)</i>	<i>Friday, August 23, 2019</i>
Negotiations and execution of contract <i>(estimate only)</i>	<i>Friday, August 30, 2019</i>
Contract start date <i>(estimate only)</i>	<i>Tuesday, September 3, 2019</i>
Contract end date <i>(estimate only)</i>	<i>June 30, 2020</i>

5.0 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. http://www.sbcourts.org/gi/Purchasing/TermsConditions/NonITCourtAdminRules.pdf
Attachment 2: JBE Standard Agreement "JBCM Standard Agreement for Non IT Goods and Services"	If selected, the person or entity submitting a proposal (the "Proposer") must sign a JBE (<i>Judicial Branch Entity</i>) Standard Form Agreement containing these or similar terms and conditions (the "Terms and Conditions"). https://www.sbcourts.org/gi/purchasing/
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. http://www.sbcourts.org/gi/Purchasing/TermsConditions/Acceptance.pdf Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal. http://www.sbcourts.org/gi/Purchasing/TermsConditions/GeneralCert.pdf
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. http://www.sbcourts.org/gi/Purchasing/TermsConditions/DarfurActCert.pdf

6.0 PAYMENT INFORMATION

6.1 Payment terms will be specified in any agreement that may ensue as a result of the RFP.

6.2 **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected Proposer.

7.0 SUBMISSION OF PROPOSALS

- 7.1 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.
- 7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. **The Proposer must write the RFP title and number on the outside of the sealed envelope. The Envelope Must be Marked Confidential**
 - b. The Proposer must submit **one (1) original and three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. **The Proposer must write the RFP title and number on the outside of the sealed envelope. The Envelope Must be Marked Confidential**
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Superior Court of Santa Barbara County
Procurement, Finance Department
1100 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
- 7.4 Late proposals will not be accepted.
- 7.5 Only written proposals will be accepted. Proposals must be sent by courier service (*e.g. FedEx*), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

- 8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. A Completed Bidder/Contractor Questionnaire which may be found at:
<http://www.sbcourts.org/gi/Purchasing/TermsConditions/BidderQuestionnaire.pdf>

- b. 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.
 - c. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, 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.
<http://www.sbcourts.org/gi/Purchasing/TermsConditions/Acceptance.pdf>
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
 - d. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
<http://www.sbcourts.org/gi/Purchasing/TermsConditions/GeneralCert.pdf>
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
<http://www.sbcourts.org/gi/Purchasing/TermsConditions/DarfurActCert.pdf>
 - iii. 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.
 - v. Proof of financial solvency or stability (*e.g., balance sheets and income statements*).
- 8.2 Cost Proposal. The following information must be included in the cost proposal.
- i. A detailed line item budget showing total cost of the proposed services.
 - ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”

- iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

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.

9.0 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 Court reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the Court will post an intent to award notice at <http://www.sbcourts.org/gi/Purchasing/index.shtm>

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted. Proposal is organized, concise, thorough, and demonstrates understanding of the scope of work.	15
Experience on similar assignments. Experience providing similar services for local government agencies.	20
Cost.	30
Credentials of staff to be assigned to the project. Demonstrated ability to provide qualified and experienced personnel.	20
Acceptance of the Terms and Conditions.	5
Ability to meet timing requirements to complete the project. Availability of project lead, all proposed team members, and a demonstrated ability to deliver services in a timely manner.	10

11.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court’s offices.

The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

12.0 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 Court 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 Court’s right to disclose information in the proposal, or (b) requiring the Court 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.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- A. Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- B. Eligibility for and application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the dollar amount of its proposal will be reduced (*for evaluation purposes only*) by an amount equal to 3% of the lowest responsible proposal, not to exceed \$50,000.
- C. To receive the DVBE incentive, at least 3% of the purchase order 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”).
- D. If Proposer wishes to seek the DVBE incentive:
 - i. Proposer must complete and submit with its proposal, the DVBE Proposer Declaration. Proposer must submit with the DVBE Proposer Declaration all materials required in the DVBE Proposer Declaration.
 - ii. Proposer must also submit with its proposal, a DVBE Declaration 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.

iii. The DVBE forms may be found at the following links:

<http://www.sbcourts.org/gi/Purchasing/TermsConditions/DVBE-Declaration.pdf>

<http://www.sbcourts.org/gi/Purchasing/TermsConditions/DVBEBidderDeclaration.pdf>

- E. Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- F. 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 Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- G. If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the COURT 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.
- H. **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 Military & Veterans Code section 999.9.**

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 Court to receive a solicitation specifications protest is Friday, August 16. Protests must be sent to:

Darrel E. Parker
Superior Court Executive Officer
312 East Cook Street, Bldg. E
Santa Maria, CA 9354