

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA BARBARA

REGARDING:

Answering Services, RFP No. 222301

PROPOSALS DUE:

Friday, February 3, 2023, NO LATER THAN 3:00 P.M. PACIFIC TIME

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1.0 INTRODUCTION

The Superior Court of California, County of Santa Barbara (*Judicial Branch Entity*) (“JBE”) is seeking proposals from highly qualified vendors for the provision of on-call answering services with availability twenty-four hours per day, seven days per week, and three hundred sixty-five days per year. Proficiency in following protocols and maintaining confidentiality are compulsory requirements to the essential service.

Interested and qualified Proposers who can demonstrate their ability to successfully provide the Services described in this RFP are invited to submit a proposal. Proposals shall be submitted in accordance with the requirements set forth in this document.

It is the Courts intention that an Agreement (“Agreement”) will be awarded to the Proposer who has met or surpassed the Court’s minimum mandatory requirements and who has submitted the highest scored proposal.

All materials submitted in response to this RFP shall become a part of the proposal and may be incorporated in a subsequent Agreement between the Court and the selected Contractor.

The use of the term “Proposer” in this RFP shall be considered synonymous with the term “Contractor”. The use of the term “Agreement” in this RFP shall be considered synonymous with the term “contract”.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks goods and services meeting the specifications set forth in the Statement of Work of this RFP.

3.0 PERIOD OF PERFORMANCE

The Court will be contracting for an initial term of one (1) year and shall renew automatically at the end of each term for five (5) additional one-year terms unless terminated in accordance with the provisions of Section 7 of the Sample Agreement.

4.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	Friday, January 20, 2023
Deadline for questions	Friday, January 27, 2023, by 5:00pm
Questions and answers posted	Tuesday, January 31, 2023, by 5:00pm
Latest date and time proposal may be submitted	Friday, February 3, 2023, by 3:00pm
Evaluation of proposals (<i>estimate only</i>)	Friday, February 10, 2023
Notice of Intent to Award (<i>estimate only</i>)	Tuesday, February 14, 2023
Negotiations and execution of contract (<i>estimate only</i>)	Tuesday, February 21, 2023
Contract start date (<i>estimate only</i>)	March 1, 2023
Contract end date (<i>estimate only</i>)	February 29, 2024

5.0 RFP ATTACHMENTS

All RFP Attachments may be found on the court website at <http://www.sbcourts.org/gi/Purchasing/index.shtm>

5.1 Attachment 1 - Statement of Work

Describes in detail the specific services for which proposals are being solicited. Once a Contractor has been selected, the Statement of Work will become part of the final Agreement.

5.2 Attachment 2 - Sample Agreement

Proposers are encouraged to carefully review the Sample Agreement. Please note that the Sample Agreement language is subject to change, that not all clauses shown may be used in any resultant Agreement, and that other Agreement provisions, which do not currently appear, may be included in any resultant Agreement. Proposers are not required to sign the Sample Agreement at this time. The Contractor selected to provide services resulting from this RFP process

will be required to sign the final version of the Agreement upon completion of the negotiation process.

5.3 Attachment 3 - Administrative Rules Governing RFPs

These rules govern this solicitation and should be read carefully by Proposer.

5.4 Attachment 4A and 4B - Disabled Veteran's Business Enterprise ("DVBE") Forms (If Applicable)

Complete the DVBE Declaration **and** the Bidder Declaration **only if** Proposer will claim the Disabled Veteran's Business Enterprise ("DVBE") preference associated with this solicitation. Please review the instructions before completing these forms. If Proposer submits incomplete or inaccurate information, it will not receive the DVBE preference.

5.5 Required Forms

All forms listed below must be completed and submitted with the proposal. The completed forms will become part of the Proposer's proposal.

- **Attachment 5 - General Certification Form**
- **Attachment 6 - Bidder Acknowledgment Form**
- **Attachment 7 - Acceptance of Terms and Conditions of Sample Agreement**
- **Attachment 8 - Darfur Contracting Act Certification**

6.0 COOPERATIVE PROCUREMENT

The Court is conducting a competitive procurement process in compliance with California Judicial Branch Contract Law and Manual. The provisions and pricing of this agreement may be extended to other California government agencies. A government agency wishing to utilize the provisions of this agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. The Court makes no guarantee to other government agencies that may utilize the provisions and pricing of the agreement. By utilizing the provisions and pricing of this agreement, the participating agency agrees to hold the Court harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the

utilization of the provisions or pricing of this agreement. The Court makes no guarantee to the Contractor that any other government agency will make use of the provisions or pricing of this agreement.

7.0 PAYMENT INFORMATION

- 7.1 Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- 7.2 **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.

8.0 SUBMISSIONS OF PROPOSALS

- 8.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 8.2 The Proposer must submit its proposal electronically, with associated attachments, the technical proposal and the cost proposal.
 - 8.2.1 The Proposer must submit **an electronic copy** of the technical proposal. The proposal must be signed by an authorized representative of the Proposer. The technical proposal must be submitted via email to sbsolicitation@sbcourts.org. **The Proposer must write the RFP title and number in the subject line of the email.**
 - 8.2.2 The Proposer must submit **an electronic copy** of the cost proposal. The Cost Proposal must be submitted in the same email as the Technical Proposal above (via email) to sbsolicitation@sbcourts.org) but should be a separate attachment marked “Cost Proposal,” from the technical proposal. The Proposer must write the RFP title and number in the subject line of the email.

8.2.3 Submission acceptance will be based on the date and time the emails are received by the Court. If multiple emails are required for bid submission, Proposer must include in the subject line 1 of 2, 2 of 2, etc. All emails must be received prior to the due date and time, or the proposal will not be accepted.

8.3 **Late proposals will not be accepted.**

9.0 PROPOSAL CONTENTS

9.1 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.

9.1.1 A Completed Bidder/Contractor Questionnaire which may be found at:

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

9.1.2 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.

9.1.3 Certifications, Attachments, and other requirements.

a. The Proposer must complete the General Certifications Form (Attachment 5) and submit the completed form with its proposal.

<https://www.sbcourts.org/gi/purchasing/TermsConditions/Attachment%205-General%20Certifications.pdf>

b. The Proposer must complete the Bidder Acknowledgment Form (Attachment 6) and submit the completed form with its proposal.

c. Acceptance of the Terms and Conditions.

On Attachment 7, 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.

<https://www.sbcourts.org/gi/purchasing/TermsConditions/Attachment%207-Acceptance%20of%20T&C's.pdf>

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.

Note: A material exception to a Minimum Term will render a proposal non-responsive.

- d. The Proposer must complete the Darfur Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.

<https://www.sbcourts.org/gi/purchasing/TermsConditions/Attachment%208-Darfur%20Act%20Certification.pdf>

9.1.4 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.

9.1.5 Proof of financial solvency or stability (e.g., balance sheets and income statements).

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

9.2.1 A detailed line-item budget showing total cost of the proposed services.

9.2.2 A full explanation of all budget line items in a narrative entitled “Budget Justification.”

9.2.3 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.

10.0 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 JBE reserves the right to negotiate extensions to this period.

11.0 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 JBE 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 JBE will post an intent to award notice at <http://www.sbcourts.org/gi/Purchasing/index.shtm>

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted</i>	<i>15</i>
<i>Experience on similar assignments</i>	<i>30</i>
<i>Cost</i>	<i>30</i>
<i>Acceptance of the Terms and Conditions</i>	<i>5</i>
<i>Demonstrated understanding of the protocols</i>	<i>20</i>

12.0 INTERVIEWS

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

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

14.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 14.1 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.
- 14.2 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.
- 14.3 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”).
- 14.4 If Proposer wishes to seek the DVBE incentive:

- a. 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.
- b. 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.
- c. The DVBE forms may be found at the following links:

<https://www.sbcourts.org/gi/purchasing/TermsConditions/Attachment%204A-DVBE%20Bidder%20Declaration.pdf>

<https://www.sbcourts.org/gi/purchasing/TermsConditions/Attachment%204B-DVBE%20Declaration.pdf>

- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 **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.**

15.0 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 JBE to receive a solicitation specifications protest is Wednesday, February 1, 2023. Protests must be sent to:

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