

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA***

REGARDING:

Answering Services, RFP No. 181901

PROPOSALS DUE:

Wednesday, October 24 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 (*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.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The JBE seeks the services of an entity with expertise in providing the following services according to the protocols described:

- 2.1 The on call answering service is expected to be available twenty four hours per day, seven days per week, and three hundred and sixty five days per year, to respond to phone calls from law enforcement seeking search warrants, arrest warrants, emergency protective orders, and restraining orders.
- 2.2 These phone calls often involve dangerous and life threatening circumstances, therefore adhering to protocols and promptness is required.
- 2.3 The answering service is required to connect the law enforcement official with the on-call or other judicial officer using phone numbers indicated in a priority order.
- 2.4 There are 21 Judicial Officers throughout the County who will be contacted by the answering service in response to calls from law enforcement. There are two separate regions within the County of Santa Barbara where judicial officers are scheduled to provide on-call coverage; the North County Region and the South County Region. The answering service is expected to refer to a list of phone numbers and an assigned schedule of judges who are "on call" during an assigned period of time and for the particular region. Each of the judges has two or more phone numbers which can be used to contact them. They list a primary number, a secondary number, and in some circumstances, additional phone numbers.
- 2.5 The answering service, when contacted by law enforcement, is required to determine the nature of the law enforcement phone call and then contact the designated "on-call" judge. The answering service must use the first phone number designated as the primary phone number for the assigned judicial officer. In the event the answering service is unable to contact the judge using the primary number they must employ the secondary and any additional phone numbers indicated before attempting to contact another judicial officer.

- 2.6 In the event the answering service reaches voicemail, the answering service is required to leave a message including the operator's name and number, time of the call and the nature of the call.
- 2.7 The answering service must be able to field phone calls from a judge who returns a call within a reasonable period of time in response to the initial contact. The answering service must be able to connect the responding judicial officer with the operator originally placing the call.
- 2.8 If the answering service has been unable to reach the primary assigned judicial officer using all of that judicial officer's designated phone numbers, the answering service operator should attempt to call the primary phone number one more time.
- 2.9 If all efforts to reach the primary assigned judicial officer fail, and the judicial officer has not responded to voice-mail messages as indicated above, then the answering service operator must proceed to the "back up" judicial officer assigned for that designated period of time.
- 2.10 In an effort to reach any "back up" judicial officer, or any other judicial officer, the answering service operator must follow the protocol indicated above, calling the primary phone number of the designated, or "back up" judicial officer, their secondary number and any other number indicated. They must leave a message on any designated phone number which connects to a voicemail box as indicated above.
- 2.11 In the event that the answering service is unable to reach the primary or backup judicial officer using the protocol indicated above, then the operator must use the phone numbers of the next judicial officer(s) on the list and continue through each judicial officer, employing this protocol, until a judicial officer is reached and the answering service connects the law enforcement officer with the contacted judicial officer.
- 2.12 In the event that all judicial officers are exhausted and no successful contact is made. The answering service must start over with the primary judicial officer and backup judicial officer and, if necessary, proceed through the entire list until a successful connection can be made.
- 2.13 It is important to note that a judicial officer designated in an "on-call" status, does not mean that the judicial officer is awake and alert during the entire "on call" period. Often, warrants and emergency protective orders are sought in the late evening and early morning hours. Patience in dealing with a judicial officer who has been awakened for this purpose, during the middle of the night, is required.

2.14 The communication between the judicial officer and law enforcement often contains sensitive and confidential information. At no time should the answering service operator, or any employee of the answering service listen in, or "eaves-drop" on any privileged conversation between the parties. In the event any member of the answering service's company inadvertently or intentionally hears sensitive information between the judicial officer and law enforcement, it must be reported to management in the answering service's hierarchy and immediately be reported to the designated project manager, or contract administrator indicated at the Superior Court, by phone and e-mail.

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 three (3) 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	<i>Wednesday, October 10, 2018</i>
Deadline for questions	<i>Wednesday, October 17, 2018 by 5:00 p.m. Pacific Daylight Time</i>
Questions and answers posted	<i>Friday, October 19, 2018 by 5:00 p.m. Pacific Daylight Time</i>
Latest date and time proposal may be submitted	<i>Wednesday, October 24, 2018 no later than 3:00 p.m. Pacific Daylight Time</i>
Anticipated interview dates <i>(estimate only)</i>	<i>Monday, October 29, 2018</i>
Evaluation of proposals <i>(estimate only)</i>	<i>Tuesday, October 30, 2018</i>
Notice of Intent to Award <i>(estimate only)</i>	<i>Wednesday, October 31, 2018</i>
Negotiations and execution of contract <i>(estimate only)</i>	<i>Thursday, November 8, 2018</i>
Contract start date <i>(estimate only)</i>	<i>Monday, November 12, 2018</i>
Contract end date <i>(estimate only)</i>	<i>Friday, November 11, 2022</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 Standard Form Agreement containing these or similar terms and conditions (the "Terms and Conditions"). http://www.sbcourts.org/gi/Purchasing/index.shtm
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 SUBMISSIONS 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 JBE 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 JBE 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 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
Procurements, 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 JBE 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 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>

11.0 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.

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 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.

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 JBE to receive a solicitation specifications protest is Wednesday, October 24. Protests must be sent to:

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