



REQUEST FOR PROPOSALS

WEB-BASED HOSTED CALL CENTER APPLICATION

REVISION NO. 2

REVISED December 10, 2018

The Judicial Council of California, the Facilities Services Office, seeks to identify a qualified Service Provider to provide services for a web-based hosted call center application for the Judicial Council's call center.

RFP NUMBER: FS-2018-15-RP

**PROPOSALS DUE: 11/26/2018
NO LATER THAN 3:00 PM, PACIFIC TIME**

INDEX

1. Background Information
2. Request for Proposers and Description of Services
3. Timeline for this RFP
4. RFP Attachments
5. Payment Information
6. Pre-Proposal Teleconference
7. Submissions of Proposals
8. Proposals Content
9. Contract Terms and Offer Period
10. Evaluation and Scoring of Proposals
11. Interviews
12. Confidential or Proprietary Information
13. Disabled Veteran Business Enterprise Incentive
14. Small Business Preference
15. Protests

ATTACHMENTS

1. Administrative Rules Governing RFPs (IT Goods and Services)
2. Sample Standard Agreement
3. Acceptance of Terms and Conditions
4. General Certifications Form
5. Darfur Contracting Act Certification
6. Small Business Declaration
7. Payee Data Record Form
8. Cost and Actual Usage Data Worksheet
9. Question Submittal Form

1.0 BACKGROUND INFORMATION

- 1.1 The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“Judicial Council”) is the staff agency of the Judicial Council. The Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, and real estate and asset management of facilities for the court system of California.
- 1.2 This Request for Proposal (“RFP”) provides a description of the services sought by the Judicial Council, and describes how prospective firms should provide services for a web-based hosted call center application (“Application”), and the implementation and use of such Application. Prospective firms should submit their proposals to the Judicial Council in order to receive consideration as a Service Provider under this RFP.

2.0 REQUEST FOR PROPOSALS AND DESCRIPTION OF SERVICES

2.0.1 ABOUT THIS RFP.

- i. **SERVICE PROVIDER(S).** The Judicial Council seeks proposals from qualified firms with expertise in all phases of servicing a web-based hosted call center application for public buildings (“Proposals”). Firms for the purpose of this RFP will be referred to as a “Service Provider(s)”, “Contractor(s)” or “Proposer(s).” The Judicial Council anticipates that the Judicial Council’s Standard Agreement will be issued to a single Service Provider to provide services for the web-based hosted call center application statewide.
- ii. **(OPTIONAL) INTENT TO RESPOND.** Service Providers who intend to respond to this RFP are **strongly encouraged** to notify the Judicial Council by sending an email to CapitalProgramSolications@jud.ca.gov with the RFP number and name, and ‘Intent to Respond’ in the email subject line. *In the body of the email, please include the Service Provider’s name, address, telephone number, fax number, email address and contact person.
- iii. **STANDARD AGREEMENT.** Posted with this RFP is the Judicial Council’s form of a Standard Agreement, including the indemnification provision that the Judicial Council will include in that agreement, which the Judicial Council will utilize for services. The initial term of the Standard Agreement will be six (6) years. One (1) subsequent one (1)-year extension may be exercised at the sole discretion of the Judicial Council.

- iv. **RFP ADMINISTRATIVE RULES.** The Judicial Council's Administrative Rules governing this RFP can be found in Attachment 1. By virtue of submission of a Proposal, the Service Provider agrees to be bound by said Administrative Rules.

The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP. One copy of a submitted Proposal will be retained for official files and becomes a public record.

- v. **LICENSING.** All Service Providers, and subcontractor(s), employees or agents thereof, performing work per an agreement awarded under this RFP must have, at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Service Provider must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.
- vi. **PREVAILING WAGES.** To the extent the Standard Agreement pertains to public works projects, all Service Providers and sub-contractors shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available online at: <http://www.dir.ca.gov>. All Service Providers and sub-contractors thereof shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.
- vii. **NO FOLLOW ON CONTRACTING.** Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.
- viii. **INSURANCE.** The successful Service Provider will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Contract. Policy limits and insurance requirements are specified in the Standard Agreement. Insurance requirements may be increased as determined by the scope of work.
- ix. **BACKGROUND CHECK.** The selected Service Provider, their employees or agents may be required to complete and pass a background check in accordance with the Judicial Council's Background Check Policy.

- x. The Judicial Council cannot guarantee the amount or duration of the awarded work.

2.0.2 DESCRIPTION OF SERVICES

A. SUMMARY DESCRIPTION OF SERVICE NEEDS. Prospective Service Providers submitting Proposals should endeavor to provide Proposals that demonstrate the capability of their application to fulfill the Judicial Council’s expressed needs to the attributes specified below, as well as the Judicial Council’s expressed implementation, training, and support needs provided below.

- i. In general, the services solicited include interactive Voice Response (IVR), Automatic Call Distribution (ACD), Voice Mail, Call Queuing, Agent/Supervisor connectivity/Application Software and Security and Reporting integration, including the capability to route calls over regular telephone networks to a landline with the ability to use the internet with VOIP or Centrex Lines as an option;
- ii. Technical support in accordance with the Judicial Council’s expressed standards given below, or an alternative support plan acceptable to the Judicial Council;
- iii. Agent, supervisor and maintenance training;
- iv. Planning and implementation of pre- installation, installation, and post installation activities with the Judicial Council to ensure a successful launch of the service;
- v. Call queuing to include music on hold/commercial on hold, chat via instant messenger and email, website chat integration, inbound email and fax via email, call recording, reporting, over-night agents, and outbound messaging blasts.

B. SPECIFIC SERVICE NEEDS. Service Provider’s application should provide IVR services (routing tree setup, programming, and implementation) to allow all callers to choose a desired path to either listen to information or input information for an output – example, “For Facility related emergencies”. The IVR service also includes standard, seasonal or event driven greetings and announcements (where the Customer would like to prompt callers with a special greeting that notifies the caller of a particular event, such as a service outage, product recall, moving, etc.) along the IVR routing tree.

- i. Customer Premises Equipment Integration. Service Provider can integrate with legacy PBX equipment with some inherent IVR capabilities at certain locations, and possibly can be included with overall IVR planning, depending on complexity of request;
- ii. Complex IVR. Complex IVR project programming, such as e-commerce, and multi-query database Input/Output processing, can be provided by the Service Provider.

C. AUTOMATIC CALL DISTRIBUTION (ACD).

- i. Service Provider's application should provide call distribution to all desired end users on the basis of least number of caller connections, round robin or skill based routing;
- ii. Customer Premises Equipment Integration. Service Providers can integrate with legacy PBX equipment with ACD capabilities at certain locations, and possibly can be included with overall ACD planning – example, Service Provider can be used as an overflow to route callers to a remote or home agent, when corporate ACD is fully employed or under a certain event, such as call spikes, after hours or disaster recovery.

D. VOICE MAIL.

- i. Service Provider's application should provide a voice mailbox feature for callers that delivers voice messages to the Customer from Service Provider via email access. Any and all voice mails left for the Customer by callers (could be at any point in the IVR caller routing options) will be transformed into a .WAV format and immediately sent to a Customer defined predetermined email address. Received and sent voice mail messages will be archived by the Service Provider for 48 hours upon receipt. Service Provider would also be able to simulate corporate voice mail systems.

E. QUEUING & RELATED FEATURES.

- i. Service Provider's application should include queuing callers, announce greetings, and place on hold until an agent becomes available or given the option to leave a message after the Customer Service Center (CSC) defined threshold. The Judicial Council's Customer Service Center – (CSC) and Service Provider will define queue definitions, queue routing and other related activities in joint implementation planning session(s). All queue setup, installation and testing will be performed by the Service Provider.

F. MOH/COH CONTENT.

- i. Service Provider's application will provide Music On Hold / Commercial On Hold. Service Provider will Support the Judicial Council's CSC supplied MOH/COH content.

G. AGENT & SUPERVISOR CONNECTIVITY/APPLICATION SOFTWARE.

Service Provider's application should provide agents, supervisors and monitors to maintain connectivity to callers from any pre-specified location including the office, remote offices or agent residence. Any number of agents, supervisors and monitors can share one or more hosted call center "seat" – usage is based on number of concurrent seats used at any one point.

- i. Long Distance. Unless otherwise stated in your Proposal, any and all long distance charges incurred by the Service Provider that are processed by the

Service Provider for remote agent/supervisor connectivity will be charged back to the CSC at the rate stated in your Proposal with no administration charges.

- ii. Service Provider will provide the CSC with connectivity requirements for remote agent/supervisor connectivity including home agent connectivity.
- iii. Service Provider will describe in detail their fail over system plan should first devices fail including carrier, hardware, and notification to the CSC.
- iv. Telephone. Any regular analog or digital telephone that is connected to the Public Switched Telephone Network - PBX extensions will be supported by the Service Provider, as well as DID or direct connections.
- v. System requirements for the Application shall be **at or above** the following specifications for each Agent/Supervisor Workstation:

Processor: 2 Gigahertz (GHz) or faster processor (Intel i5 or better)

RAM: 16GB

Hard Disk Space: 256 GB for 64-bit OS (no 32-bit OS)

Graphics Card: DirectX 11.2 or later with WDDM 2.0 driver

Display: 1920 x 1280

Compatible to Windows 10 (enterprise version)

H. TECHNICAL SUPPORT. Service Provider must provide Technical Support in accordance with the Judicial Council's expressed Technical Support needs provided below. Service Provider may, if Service Provider so wishes, and in addition, provide an alternative plan for consideration by the Judicial Council. The Judicial Council, at its sole discretion, shall have the choice of accepting either the plan below or, if provided, an alternative plan.

- i. Live Service Provider technical support personnel with a thorough knowledge of the Application must be available to receive calls from Judicial Council agents and supervisors as well as a third party service bureau designated by the Judicial Council on a 24/7/365 basis. Service Provider must provide afterhours voice call routing to its on-call service providers based on designated call routing criteria by client;
- ii. Service Provider will provide a single technical support phone number to Judicial Council Customer administration personnel;
- iii. The Service Provider and the Judicial Council shall handle defects in the Application in accordance with the Judicial Council's Support Requirements;
- iv. Any Service Provider system maintenance must be performed without service interruption due to multiple redundant nodes.

I. SECURITY AND REPORTING.

- i. Service Provider should be protected by firewall access and multi-layer login definitions. Service Provider facility should be protected by 24/7/365 security guard access, power back up, surge suppressors, redundant switching fabrics and building contingencies for fire/water disasters;
- ii. CSC Firewall. Service Provider will work with CSC installation that may require some configuration modifications to allow for each party's connectivity. Service Provider will allow firewall configuration for CSC to use bluecoat proxy servers with no configuration issues, and proxied traffic is on port 8080 internally;
- iii. Service Provider will provide real time reporting or customized reporting through use of the supervisor application;
- iv. Service Provider will provide detail and summary or customized reporting on caller/agent metrics (on-demand, real time, end of day/week/month; time/date range; by agent/agent group etc). CSC Agents and Supervisor will have the ability to view their call details real time at each monitor including notes or comments documentation;
- v. Service Provider will provide "ticker tape" functionality across all agent and designated monitors which includes the ability to update messages real time and archive for future use;
- vi. Report Engines. Service Provider will also export Call Detail Records to CSC and provide customized reporting if desired.

J. CRM (CUSTOMER RELATIONSHIP MANAGEMENT) & CTI (COMPUTER TELEPHONE) INTEGRATION.

- i. Service Provider will provide optional basic CRM application that can be integrated with the CSC CRM applications. Management of the Service Provider's CRM application and database associated with the CRM application is maintained by the Service Provider;
- ii. Application Program Interface for Customer Database Management System. Service Provider will provide API/OCX interconnectivity should the CSC choose to provide Computer Telephony Integration (screen pops) with corporate CRM to their agents/supervisors.

3.0 TIMELINE FOR THIS RFP [REVISED]

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

| EVENT | DATE |
|---|---|
| RFP issued | 10/22/2018 |
| Pre-proposal Conference | N/A |
| Deadline for questions | 10/29/2018 |
| Questions and answers posted (<i>estimate only</i>) | 10/31/2018 |
| Latest date and time proposals may be submitted | 11/26/2018, <i>No later than 3:00 PM Pacific Time</i> |
| Demonstration Evaluation / Anticipated Interviews (live) (<i>estimate only</i>) | 12/04/2018 – 12/06/2018 |
| Evaluation of proposals (<i>estimate only</i>) | 12/10/2018 - 12/14/2018 |
| Public opening of cost portion of proposals (<i>estimate only</i>) | 12/17/2018, 3:00 PM Pacific Time |
| Notice of Intent to Award (<i>estimate only</i>) | 12/19/2018 |
| Negotiations and execution of contract (<i>estimate only</i>) | 12/20/2018 |
| Contract start month (<i>estimate only</i>) | 12/2018 |

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4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

| ATTACHMENT | DESCRIPTION |
|---|---|
| Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services) | These rules govern this solicitation. |
| Attachment 2: Judicial Council Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the “Service Provider”) must sign the Judicial Council Standard Form agreement containing terms and conditions (the “Terms and Conditions”). |
| Attachment 3: Service Provider’s Acceptance of Terms and Conditions | On this form, the Service Provider must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive. |
| Attachment 4: General Certifications Form | The Service Provider must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Darfur Contracting Act Certification | The Service Provider must complete the Darfur Contracting Act Certification. |
| Attachment 6: Small Business Declaration | The Service Provider must complete this form only if it wishes to claim the small business preference associated with this solicitation. |
| Attachment 7: Payee Data Record Form | This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal. |
| Attachment 8: Cost / Actual Usage Data Worksheet | The Service Provider must complete this form and submit the completed form with its Proposal. |
| Attachment 9: Question Submittal Form | Complete this form if Service Provider wishes to submit questions regarding this RFP. |

5.0 PAYMENT INFORMATION

5.1 Service Providers shall provide cost information for services referenced in this RFP in the format provided in Attachment 8, “Cost /Actual Usage Data Worksheet.” Separate each Firm Fixed Price listed below (e.g. rates-per-minute, monthly, one-time fee, annually, etc.) on the Cost / Actual Usage Data Worksheet, and include an annual **lump sum** for all Firm Fixed Prices and costs for the initial term of the Agreement. Fees provided in any format or according to any structure that differs

in any respect from the requested format provided in the Cost / Actual Usage Data Worksheet **will disqualify the Service Provider's bid from consideration for an award.**

- a. Monthly Recurring Fee: The monthly fee for the Application will be referred to as a "Monthly Recurring Fee(s)" or "Hosted Service Fee(s)". The Judicial Council requests that servicing of the Application be provided in the form of an on-going fixed Monthly Recurring Fee. The Monthly Recurring Fee will be based on number of users, actual usage data, modules in use, other fees or a combination thereof.
- b. Actual Usage Data: The Judicial Council has provided its actual usage data (i.e. Number of Incoming Calls, Number of Long Distance Minutes used, etc.) for the period from July 2016 through June 2017. Assume that the Judicial Council will make use of all of the features and benefits of the Service Provider's application. Using the data given over a 12-month period, provide the Judicial Council with (i.) a written explanation of how the price of the Application is calculated and (ii.) what price would be charged based on the sample actual usage data and period given over the initial term of the Agreement. Payment of the Monthly Recurring Fees (Hosted Service Fees) shall be in arrears, Net 45 days.
- c. Initiation/Installation Fee: If there are separate fees for initiation or installation of the Service Providers application, quote a one-time, fixed price for the initiation or installation. Payment of the Initiation/Installation Fee shall take place after the Application is in full live use and the Judicial Council has provided a written confirmation that the work is acceptable and complete.
- d. Implementation Customization Fee: If the Service Providers application requires implementation customization to meet the Judicial Council's requirements, quote a one-time, fixed price for providing the implementation customization needed. Additionally, the Implementation Fee shall include the cost of loading (12 months of historical usage data). Payment of the Implementation Fee shall take place after all Judicial Council's usage information and historical data have been completed, and the Judicial Council has provided a written confirmation that the work is acceptable and complete.
- e. Provide a separate price for Training Fee Activities;
- f. Provide a separate price for your Technical Support services in accordance with the Judicial Council's expressed needs given in Section 2.2 of this RFP. Service Providers may also provide an alternative Technical Support Services Plan, but need to include a thorough description of the alternative Technical Support Services Plan and pricing for those services;

- g. Other Fees: The Judicial Council **will** reimburse for the following fees: Per Minute Usage Fees (i.e. Toll Free rate, Outbound Long Distance rate, and Inbound rate, etc.), Holiday Charge, and Pay Per Invoicing Charge.
- h. Travel Expenses: The Judicial Council **will not** reimburse travel expenses;
- i. Other Expenses: The Judicial Council **will not** reimburse non-travel, out-of-pocket expenses;
- j. Service Providers are hereby advised that payments are made by the State of California (State), and the State does not make any advance payment or progress payments for services. Payment by the State is normally made based upon completion of tasks as provided for in the Standard Agreement between the Judicial Council and the selected Service Provider.
- k. The Judicial Council may withhold ten (10%) percent of each invoice until receipt and acceptance of the goods or services procured. The amount withheld may depend upon the length of the project and the payment terms provided for in the Standard Agreement.
- l. In the event that the Service Provider's application fails to meet an availability of 99.9% in any calendar month, the Judicial Council will be entitled to a service credit equal to five percent (5%) of the Hosted Service Fee for each 30 minutes of unavailability below 100% in that month. All daily service credits accrued during a month will be aggregated to produce a total credit due for that month.

6.0 PRE-PROPOSAL CONFERENCE

The Judicial Council **will not hold** a pre-proposal teleconference for this RFP.

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 Service Provider must submit its proposal in two parts, the (i) non-cost portion (Technical Proposal) and, (ii) the cost portion (Cost Proposal).
 - a. The Service Provider must submit **one (1) original copy** of the non-cost portion (Technical Proposal) of the proposal. The original must be signed by an authorized representative of the Service Provider.

The original non-cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost portion. The Service Provider must write the RFP title and number on the outside of the sealed envelope.

- b. The Service Provider must submit **one (1) original copy** of the cost portion (Cost Proposal) of the proposal. The original must be signed by an authorized representative of the Service Provider. The original cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the non-cost portion. The Service Provider must write the RFP title and number on the outside of the sealed envelope.
- c. The Service Provider must submit an electronic version of the entire proposal on **one (1) USB memory stick/flash drive**. The files must be in PDF, Word, or Excel formats.

Please use the following naming convention for electronic files:

'Abbreviated Name of Company_non-cost_FS-2018-15-RP'.

'Abbreviated Name of Company_cost portion_FS-2015-15-RP'.

- 7.3 Proposals must be delivered by the date and time listed in the RFP Timeline and on the coversheet of this RFP to:

Judicial Council of California
Attn: Mrs. Lenore Fraga-Roberts, FS-2018-15-RP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

SERVICE PROVIDERS ARE STRONGLY ENCOURAGED to place the sealed non-cost portion envelope, the sealed cost portion envelope and the USB drive in a single shipping envelope to cut down on shipping costs.

(Indicate the RFQ Number and name of your organization in the lower-left corner of the outer packaging.)

- 7.4 Late proposals **will not** be accepted.
- 7.5 **Questions.** Service Providers may submit a request for clarifications, modifications or questions to the Judicial Council using the format provided in Attachment 11. Requests shall be submitted via e-mail to CapitalProgramSolicitations@jud.ca.gov no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.

Service Providers, their employees and agents may not contact any Judicial Council personnel during the solicitation process regarding this RFP in any other manner other than set forth in this section 7.5. Violation of this restriction **may** result in disqualifying a Service Provider from consideration for an award under this RFP at the sole discretion of the Judicial Council.

- 7.6 Proposal Delivery Method. Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

- 8.1 **Non-Cost Portion (Technical Proposal)**. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- i. The Service Provider's name, address, telephone and fax numbers, email address, and federal tax identification number. Note that if the Service Provider is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- ii. Name, title, address, telephone number, and email address of the individual who will act as the Service Provider's designated representative for purposes of this RFP.
- iii. Names, addresses, telephone numbers and email addresses of a minimum of **three (3)** clients for whom the Service Provider has conducted similar size of data set and users. The Judicial Council may check references listed by the Service Provider.
- iv. Service Provider's proposed method of installing, implementing and servicing the Service Provider's application in accordance with the Judicial Council's expressed needs and requirements listed in this RFP. **Limit to three (3) pages.**

8.2 **Acceptance of the Terms and Conditions.**

- i. On Attachment 3, the Service Provider must check the appropriate box and sign the form. If the Service Provider marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

Please note: Service Providers that accept the Judicial Council's Standard Terms and Conditions without exception will receive five (5) points. No points will be given if the Service Provider makes material "exceptions" to the Judicial Council's Standard Terms and Conditions.

- ii. If exceptions are identified, the Service Provider must submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- iii. The following appendices, provisions, sections and subsections thereto within the Standard Agreement are minimum, non-negotiable contract terms and conditions (“Minimum Terms”):
 - a. Appendix C, Section 3 – Representations and Warranties
 - b. Appendix C, Section 4 – Intellectual Property
 - c. Appendix C, Section 5 – Confidentiality
 - d. Appendix C, Section 6 – Indemnification
 - e. Appendix C, Section 8 – Term / Termination
 - f. Appendix C, Section 9 – Special Provisions
 - g. Appendix C, Section 10(9) – Governing Law; Jurisdiction; Venue

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

8.3 **Certifications, Attachments, and other requirements.**

- i. The Service Provider must complete the General Certifications Form (Attachment 4) and submit the completed form with its Technical Proposal.
- ii. The Service Provider must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its Technical Proposal.
- iii. If (i) Service Provider is a corporation, limited liability company, or limited partnership, and (ii) the agreement resulting from this RFP will be performed in California, Service Provider must submit proof that Service Provider is in good standing and qualified to conduct business in California.
- iv. Copies of the Service Provider’s (and any subcontractors’) current business licenses, professional certifications, or other credentials relevant to the services referenced in this RFP.
- v. The Service Provider must complete the Payee Data Record Form (Attachment 7), in its entirety, and submit the completed and signed form with its Technical Proposal.

- 8.4 **Cost Portion (Cost Proposal).** The following must be included in the Cost Portion to the Service Provider’s Cost Proposal.
- i. Completed Cost and Actual Usage Data Worksheet showing all Firm Fixed Prices for services referenced in this RFP;
 - ii. A full written explanation of how the Hosted Service Fee is calculated (based on usage given in the Actual Usage Data Worksheet) and how the price of the Application is calculated;
 - iii. A full written explanation of all other budget line items in a narrative entitled “Budget Justification”;
 - iv. All Firm Fixed Prices must be fully burdened and inclusive of all costs, benefits, expenses, installation and implementation fees, technical and maintenance support fees, training fees, monthly Hosted Service Fees for the Application, overhead, and profits payable for services listed in this RFP.

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 CONTRACT TERMS AND OFFER PERIOD

- 9.1 All submitted Proposals shall constitute and be an irrevocable offer by the Service Provider that is valid for ninety (90) days following the Proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Service Providers. The Judicial Council may release all offers not selected under this RFP upon issuance of a Notice of Intent to Award.
- 9.2 An agreement with the successful Service Provider will be formed according to the Judicial Council Standard Agreement (“Agreement”) posted with this RFP. The initial term of this Agreement will be for six (6) years. One (1) subsequent one (1)-year extension may be exercised at the sole discretion of the Judicial Council. **Please Note:** The Firm Fixed Price submitted in the Service Provider’s Proposal shall remain fixed and will not be subject to any form of economic price adjustment during the initial term of the Agreement. Economic price adjustments for Firm Fixed Price on subsequent terms, if any, shall be at the sole discretion of the Judicial Council. **Any economic price adjustment provision referenced on a Service Provider’s Proposal will disqualify the Service Provider from consideration for an award.**
- 9.3 The Judicial Council reserves the right to modify or update the Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through negotiation of the agreement with the prospective Service Provider. By submitting

for this RFP, the prospective Service Provider and their key Subcontractors acknowledge that a) the Service Provider will provide the services required in the Agreement, and b) it has affirmed that it has no objections to the use of the Agreement as provided, pursuant to this RFP.

- 9.4 Payment terms will be specified in the Agreement. However, Service Providers are hereby advised that payments are made by the State of California (State), and the State does not make any advance payment or progress payments for services. Payment by the State is normally made based upon completion of services and tasks as provided for in the Agreement between the Judicial Council and the selected Service Provider.
- 9.5 Services, including additions to scope of work, contract amount, schedule, term, and subcontractors, shall be provided as funding becomes available and pursuant to the terms and conditions of the Agreement. Any changes or modifications to the Agreement, contract amount, scope of work, schedule or term, and subcontractors, shall require a bilateral amendment to the Agreement at the sole discretion of the Judicial Council.
- 9.6 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft with a selected Service Provider, the Judicial Council reserves the right to terminate the award with that Service Provider.
- 9.7 The Service Provider selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.

10.0 EVALUATION AND SCORING OF PROPOSALS

- 10.1 The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0 of this RFP at the Judicial Council's San Francisco office - 455 Golden Gate Avenue, 3rd Floor, San Francisco, CA 94102-3688.
- 10.2 An evaluation panel composed of Judicial Council staff will review and score the Proposals received. The Proposals will be evaluated on a 100 point scale using the criteria set forth in the table below:
 - i. The evaluation of Proposals received is to be performed on a best value basis, including cost. However, the Service Provider offering the lowest prices/rates will not necessarily be the Service Provider selected. An award, if made, will be made to the Service Provider having the highest-scored proposal;
 - ii. **Mandatory:** Selected Service Providers that qualify will be required to provide a live demonstration via Web-Ex or Skype (Service Provider's

choice) via teleconference at **1-877-820-7831** passcode **106651** at a time mutually agreed to with the Judicial Council. Demonstrations are expected to last one (1) to two (2) hours. It is advisable that Service Providers configure their product to meet the Judicial Council’s expressed needs, as referenced in this RFP. Service Providers’ demonstration shall include the following:

- How calls are routed – ACD and features utilized (voice, text, chats, fax, voice mail, call backs, ticker tape);
- How calls are processed by the Agent and the Application;
- Recording and Archiving timelines;
- How to set up and manage a calling tree for after hour calls or remote call processing, disaster recovery;
- How the IVR process works for customized greetings and caller prompts;
- How real time call statistics (service levels/work force management detail and summary) and reporting are viewed on line and reported;
- Demonstrate fail safe process so calls are not disrupted;
- In addition, Service Providers are asked to provide (1) a written description and brief verbal explanation of the training services that will be provided when their product is first deployed at the Judicial Council, and (2) the same for the ongoing Customer and Technical Support that the Service Provider will provide during the term of the Agreement.

iii. After the conclusion of the live demonstration of the selected Service Providers, the Cost Proposal, along with the Technical Proposal, will be evaluated to derive at the highest-scored bid in accordance with the table below.

If a contract will be awarded, the Judicial Council will post an intent to award notice to this RFP’s webpage at <http://www.courts.ca.gov>.

| POSSIBLE POINTS | SUBJECT AREA BEING EVALUATED |
|-----------------|--|
| 20 | <p><u>Experience and Qualifications:</u></p> <p>Experience and qualifications of the perspective Service Provider on similar projects provided in the Service Provider’s references and bid.</p> |
| 20 | <p><u>Conformance of Service Provider’s Application:</u></p> <p>The degree to which the proposed Application conforms to the Judicial Council’s expressed needs, based upon the information provided in the Service Provider’s Technical Proposal. Presentation of Service Provider’s Application <u>during the live demonstration</u> that meets the Judicial Council’s expressed needs. Plus, the degree to which the</p> |

- Implementation Plan/Schedule, Technical Support Services, and Agent, Supervisor & Maintenance Training meets the Judicial Council’s expressed needs.
- 50 **Cost:**
Comparison of the lump sum Firm Fixed Price from the Service Provider, based upon the expected actual usage data by the Judicial Council of the Service Provider’s Application as priced in the Cost Proposal, plus expected fees for technical support, training and other-additional services.
- 5 **DVBE Incentive:**
Service Provider will receive the DVBE incentive upon certification of its status as a DVBE; note that the DVBE incentive will only be awarded if the Service Provider itself is a DVBE. Failure to qualify for the DVBE incentive **will not** render a Service Provider non-responsive.
- 5 **Acceptance of Terms and Conditions:** Acceptance of the Judicial Council’s Standard Agreement.

11.0 INTERVIEWS

The Judicial Council **will not** be holding interviews. However, the Judicial Council, at its sole discretion, may choose to conduct interviews with Service Providers to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices at San Francisco or Sacramento. The Judicial Council will not reimburse Service Providers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Service Providers regarding interview arrangements, if the Judicial Council conducts interviews with perspective Service Providers.

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 Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Service Provider 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 Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the

Service Provider 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. Service Providers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Judicial Council has a Disabled Veterans Business Enterprise (DVBE) program with a total participation goal of three percent (3%).

Qualification for the DVBE incentive **is not** mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Service Providers will receive a DVBE incentive if, in the Judicial Council's sole determination, Service Provider has met all applicable requirements. If Service Provider receives the DVBE incentive, a number of points will be added to the score assigned to the Service Provider's bid. The number of points that will be added is specified in Section 10 above.

To receive the DVBE incentive, the Service Provider itself must be a certified DVBE and provide the required certification of its status as a DVBE with its bid (i.e., by submission of a copy of the Service Provider's valid DVBE certification approval letter, etc.). Please note that the DVBE incentive will only be awarded to Service Providers that can be verified as a certified DVBE. A non-DVBE Service Provider, regardless of whether it intends to utilize DVBE sub-consultants, are not eligible for the DVBE incentive.

14.0 SMALL BUSINESS PREFERENCE

Small business participation **is not** mandatory. Failure to qualify for the small business preference **will not** render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Service Provider will receive a small business preference if, in the Judicial Council's sole determination, the Service Provider has met all applicable requirements. If the Service Provider receives the small business preference, the score assigned to its proposal **will be increased by an amount equal to 5% of the points assigned to the highest scored proposal**. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Service Provider must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Service Provider wishes to seek the small business preference, the Service Provider must complete and submit with its proposal the Small Business Declaration (Attachment

6). The Service Provider must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Service Provider not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Service Provider not receiving the small business preference.

If the Service Provider receives the small business preference, (i) the Service Provider will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

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 Service Provider 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 Judicial Council to receive a solicitation protest is the Proposal submission due date referenced in the Timeline of this RFP. (JBCM, Ch. 7, p.4).

Protests should be sent to:

Judicial Council of California
Attn: Christine Powlan, RFP No. FS-2018-15-RP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102