



REQUEST FOR PROPOSALS

AFTERHOURS ANSWERING SERVICES

The Judicial Council of California, Facilities Services office, seeks to identify qualified firms to provide answering services for urgent or emergency facility related calls made afterhours to the Judicial Council's Customer Support Center.

RFP NUMBER: FSO-2017-17-RP

PROPOSALS DUE: 06/25/2018
NO LATER THAN 3:00 PM, PACIFIC TIME

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1.0 BACKGROUND INFORMATION

- 1.1 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 Proposals (“RFP”) provides a description of the services sought by the Judicial Council, and describes how prospective firms should provide answering services for urgent or emergency facility related calls made afterhours to the Judicial Council’s Customer Support Center (“JCC CSC”). Prospective Service Providers 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

2.1 ABOUT THIS RFP.

- i. **SERVICE PROVIDER(S).** The Judicial Council seeks proposals from qualified firms that can provide answering services for urgent or emergency facility related calls made afterhours to a public customer support center (“Proposals”). Firms for the purpose of this RFP will be referred to as a “Proposer(s)”, or “Service Provider(s)”.
- ii. **SERVICE AREA.** The Judicial Council anticipates a Standard Agreement will be issued to a single Service Provider that can provide statewide afterhours answering services.
- iii. **STANDARD AGREEMENT.** Posted with this RFP is the Judicial Council’s form of a Standard Agreement (“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 Agreement will be six (6) years. One (1) subsequent one (1)-year extension may be offered 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. A submitted Proposal will be retained for official files and becomes a public record.

- v. **LICENSING.** All Service Providers, and their employees or agents thereof, performing work per agreements 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 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 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.** For any Project that a Service Provider is providing consulting services pursuant to an agreement awarded by this RFP, the Service Provider is prohibited from also providing construction services on that same Project under any separate contract or agreement the Service Provider may have with the Judicial Council.
- 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, Automobile Liability and Professional Liability pursuant to the insurance provisions in the Agreement. Policy limits and insurance requirements are specified in the Agreement. Insurance requirements may be increased as determined by the scope of work.
- ix. **SUBCONTRACTING.** Use of subcontractors will be permitted; however, any Service Provider with whom the Judicial Council contracts will be the sole point of contact with the Judicial Council, will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the Service Provider's own work.
- x. **BACKGROUND CHECKS.** The selected Service Provider(s), subcontractors, their employees and agents shall cooperate with the Judicial Council if the Judicial Council chooses to perform any background checks. Any Background checks performed will be in accordance with the Judicial Council's Background Check Policy.
- xi. The Judicial Council cannot guarantee the amount or duration of the awarded work.

2.2 DESCRIPTION OF SERVICES. Prospective Service Providers should endeavor to provide Proposals that demonstrate the capability to fulfill the Judicial Council's expressed service needs referenced in this RFP.

2.2.1 SERVICES:

- i. Service Provider shall use two different scripts provided by the JCC CSC that will guide the Service Provider agents on what questions to ask and how to respond to a caller based on the time of day and type of call made.
- ii. Service Provider shall use a calling tree list provided by the JCC CSC that provides the Service Provider agents a directory on who to contact to connect a caller with a Service Provider or Judicial Council personnel.
- iii. Service Provider shall provide an email or text to the Judicial Council's Project Manager and the JCC CSC email account after each call is completed.
- iv. Service Provider shall receive, process and respond to script and calling tree changes.
- v. Service Provider shall provide call recordings, research and responses to questions upon demand within 24 hours of a request made from the JCC CSC.
- vi. Service Provider shall provide a sufficient number of agents to service the JCC CSC call volume, but not less than one agent will be available to service the JCC CSC's needs 24 hours a day.
- vii. Service Provider shall designate a Supervisor to act as a single point of contact and to interface with the Judicial Council's Project Manager with regard to any service issues that may arise. The Supervisor shall be responsible for servicing the account and responding to questions and issues that may be raised.

2.2.2 HOURS OF OPERATION:

- i. Afterhours designated by the JCC CSC, which are outside of the JCC CSC's regular hours of operation. Includes weekends or the Judicial Council's designated Holidays – 24 hours a day.
- ii. Accidental call overflow or planned call coverage during the JCC CSC's regular hours of operation on an as needed basis.

3.0 TIMELINE FOR THIS RFP

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.

Service Providers are advised to check the RFP webpage on a regular basis for any updates to the RFP language or change to the Timeline.

EVENT	DATE
RFP issued	06/07/2018
Pre-proposal Conference	Not Applicable
Deadline for questions	06/15/2018
Questions and answers posted (<i>estimate only</i>)	06/19/2018
Latest date and time proposal may be submitted	06/25/2018 3:00 PM Pacific Time
Anticipated interview dates (<i>estimate only</i>)	Not Applicable
Evaluation of proposals (<i>estimate only</i>)	06/26/2018
Notice of Intent to Award (<i>estimate only</i>)	07/02/2018
Negotiations and execution of contract (<i>estimate only</i>)	07/06/2018
Contract start month/year (<i>estimate only</i>)	07/2018
Contract end month/year (<i>estimate only</i>)	07/2024

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4.0 RFP ATTACHMENTS

The following Attachments are included as part of this RFP	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Judicial Council’s Standard Agreement	If selected, the person or entity submitting a proposal (the “Service Provider”) must sign the Judicial Council’s Standard Agreement form containing terms and conditions (the “Terms and Conditions”).
Attachment 3: 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. **Please Note: A material exception to a <u>Minimum Term</u> will <u>render a proposal non-responsive</u> . Please see <u>Section 8.3(iii)</u> for Minimum Terms.
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 and submit the completed certification with its proposal.
Attachment 6: 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 7: Cost Proposal Workbook	The Service Provider must complete this form and submit the completed form with its Proposal.
Attachment 8: Question Submittal Form	Complete this form if Service Provider wishes to submit questions per Section 7.5 to this RFP.

5.0 PAYMENT INFORMATION

5.1 Service Providers shall provide a Firm Fixed Price format provided in Attachment 7, “Cost Proposal Workbook.” Prices provided in any other format or according to any structure that differs in any respect from the requested format provided in Attachment 7 **will disqualify the Service Provider’s Proposal from consideration for an award.**

- a. Monthly Recurring Fee(s): The Judicial Council requests that afterhours answering services be provided in the form of an on-going fixed monthly recurring fee (“Monthly Recurring Fee(s)”). Please provide a Monthly Recurring Fee for answering and routing urgent or emergency facility related

calls made afterhours to the JCC CSC, and include per minute charges for additional services. In addition, list services that are included at no charge. Payment of the Monthly Recurring Fee(s) shall be in arrears, Net 45 days.

- b. Other Fees: The Judicial Council **will not** reimburse for patched calls, recorded calls or message delivery, but the Judicial Council **will** reimburse for the following additional services/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.
- c. Travel Expenses: The Judicial Council **will not** reimburse travel expenses;
- d. Other Expenses: The Judicial Council **will not** reimburse non-travel, out-of-pocket expenses.
- e. The Judicial Council **will not** pay any overtime rate.
- f. 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.

6.0 PRE-PROPOSAL CONFERENCE

The Judicial Council **will not** be holding a pre-proposal teleconference.

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_FSO-2017-17-RP'.

'Abbreviated Name of Company_cost portion_FSO-2017-17-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: Lenore Fraga-Roberts, RFP No. FSO-2017-17-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.

- 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 8. 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 must not contact any Judicial Council personnel 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.

TELEPHONE CALLS TO JUDICIAL COUNCIL PERSONNEL WILL NOT BE ACCEPTED DURING THE SOLICITATION PROCESS AND MAY RESULT IN DISQUALIFICATION 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, 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 an agreement.
- 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. 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.
- iv. Names, addresses, and telephone numbers of a minimum of **three (3)** clients for whom the Service Provider has conducted similar services. The Judicial Council may check references listed by the Service Provider.
- v. Service Provider's proposed method of providing answering services for urgent or facility related calls made afterhours to the JCC CSC, and its ability to meet the expressed service needs of the Judicial Council referenced in this RFP.
Proposed method should be no more than two (2) pages.

- 8.2 **Cost Portion (Cost Proposal).** The following information must be included in the cost portion of the proposal in accordance with the requirements of this RFP and with Section 5.

- i. Completed Cost Proposal Workbook showing the Firm Fixed Monthly Recurring Fee, including per minute charges for additional services and services included at no charge;

- ii. A full written explanation of how the Monthly Recurring Fee and additional per minute charges are calculated;
- iii. A full written explanation of all other budget line items in a narrative format;
- iv. All rates and prices in the Not to Exceed Monthly Recurring Fee and additional per minute charges must be fully burdened and inclusive of all costs, benefits, expenses, overhead, and profits payable for the services referenced in this RFP.

8.3 **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 in accordance with this section and with Section 10.0. No points will be given if the Service Provider marks “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 within the Agreement are minimum, non-negotiable contract terms and conditions (“Minimum Terms”):
 - a. Appendix A, Special Provisions – all sections;
 - b. Appendix B, Payment Provisions – all sections;
 - c. Appendix C, General Provisions – all sections;
 - d. Appendix D, Defined Terms – all sections.

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

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

- i. The Service Provider must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

- ii. If Service Provider is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Service Provider is in good standing in California. If Service Provider is a foreign corporation, LLC, LP, or LLP, and Service Provider conducts or will conduct (if awarded the contract) intrastate business in California, proof that Service Provider is qualified to do business and in good standing in California. If Service Provider is a foreign corporation, LLC, LP, or LLP, and Service Provider does not (and will not if awarded the contract) conduct intrastate business in California, proof that Service Provider is in good standing in its home jurisdiction.
- iii. Copies of the Service Provider’s current business licenses, professional certifications, or other credentials relevant to the services referenced in this RFP.
- iii. The Service Provider must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

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’s Standard 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 offered at the sole discretion of the Judicial Council. **Please Note:** The cost submitted in the Service Provider’s Cost 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 cost 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 acknowledges 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 notified 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, and term shall be provided as funding becomes available and pursuant to the terms and conditions of the Agreement. Any changes or modifications to the Agreement, terms and conditions, contract amount, scope of work, schedule or term, 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 OF PROPOSALS

- 10.1 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;

If an Agreement 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
30	<p><u>Experience, Qualifications and Past Performance:</u> Experience, qualifications and past performance of the perspective Service Provider providing similar services referenced in the Service Provider’s Technical Proposal and reference/performance checks.</p>
30	<p><u>Conformance of Service Provider’s Services:</u> The degree to which the proposed services conform and comply with the Judicial Council’s expressed needs, based upon the information provided in the Service Provider’s Technical Proposal.</p>
35	<p><u>Cost:</u> Comparison of the expected Not to Exceed Firm Monthly Recurring Fee, and including additional per minute charge from the Service Provider, based upon the completed Cost Proposal.</p>
5	<p>Acceptance of Terms and Conditions</p>

11.0 INTERVIEWS

The Judicial Council **will not** be holding interviews. However, the Judicial Council, at its sole discretion, may invite Service Providers to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked proposals. This process may require a demonstration. This process may also require a demonstration of equivalence if a brand name is included in the specifications. These contacts may be conducted in person or by phone. If conducted in person, contacts 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 location. The Judicial Council will notify eligible Service Providers regarding this process, if the Judicial Council determines contacts with perspective Service Providers are required.

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 waived** the DVBE incentive in this solicitation.

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 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. FSO-2017-14-RP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102