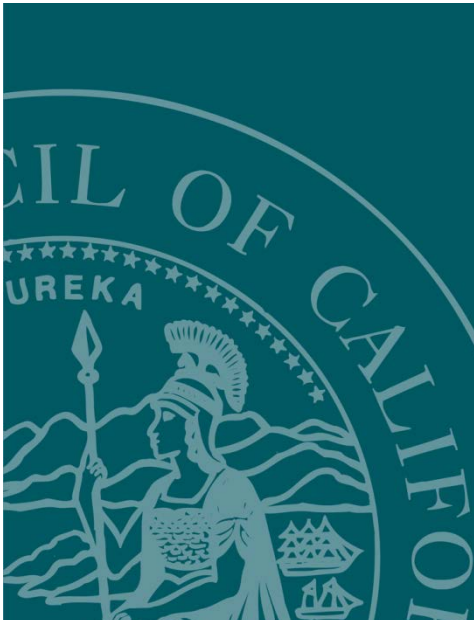


Request for Proposal



Hosted Call Center Services

RFP Number: OREFM-2014-01-JMG

The Office Real Estate and Facilities Management, a Division of the Administrative Office of the Courts, is seeking Proposals from qualified companies to provide hosted call center services and other services in support of implementation and use of such services, as further detailed in this RFP.



Administrative Office of the Courts

Office of Real Estate and Facilities Management

1.0 BACKGROUND INFORMATION

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 and the Supreme Court. The Judicial Council is authorized by the California Constitution and is the policy-setting body for the Judicial Branch. It is chaired by the Chief Justice of California. The Administrative Office of the Courts (AOC) is the staff agency of the Judicial Council. The Office of Real Estate and Facilities Management (REFM) is the division of the AOC responsible for the planning, design, construction, real estate and asset management of facilities that support the provision of services by the California Courts.

2.0 PURPOSE OF THIS RFP / CONTRACT TERM /PRICING OF PROPOSALS

The Office of Real Estate and Facilities Management (OREFM) is seeking Proposals from qualified Service Providers that provide Hosted Call Center services and other services in support of implementation and uses of such services.

This RFP provides a description of the services sought by the AOC, and prescribes how Prospective Service Providers should present their Proposals in order to receive consideration for an award.

It is the intent of the AOC OREFM to select a single successful bidder based upon evaluation of the submitted Proposals.

The term of the awarded contract will be for an initial period of one year with two additional one year options exercisable at will by the AOC.

Bidders must submit fixed pricing that will apply, without changes, throughout both the initial term and the 2 following option terms.

3.0 STATEMENT OF SERVICES BEING SOLICITED

3.1 Summary Description of Service Needs:

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.

Technical support in accordance with the AOC's expressed standards given below, or an alternative support plan acceptable to the AOC.

Agent, supervisor and maintenance training.

Planning and implementation of pre- installation, installation, and post installation activities with the AOC to ensure a successful launch of the service.

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.

Prospective Service Providers submitting Proposals should endeavor to provide Proposals that demonstrate the capability of their product/service to fulfill the AOC's expressed needs with regard to the product/service attributes specified below, as well as the AOC's expressed implementation, training, and support needs provided below.

3.2 Specific Service Needs

a. Interactive Voice Response (IVR)

Vendor's product/service 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.

- a) 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.
- b) Complex IVR. Complex IVR project programming, such as e-commerce, and multi-query database Input/Output processing, can be provided by the Service Provider

b. Automatic Call Distribution (ACD)

Vendor's product/service should provide call distribution to all desired end users on the basis of least number of caller connections, round robin or skill based routing.

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.

c. Voice Mail

Vendor's product/service should provide a voice mailbox(s) 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.

d. Queuing & Related Features

Vendor's product/service 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 AOC'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.

e. MOH/COH Content

Vendor's product/service should a) Music On Hold / Commercial On Hold. Service Provider will Support the AOC's CSC supplied MOH/COH content.

f. Agent & Supervisor Connectivity/Application Software

Vendor's product/service 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.

- a) 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.
- b) Service Provider will provide the CSC with connectivity requirements for remote agent/supervisor connectivity including home agent connectivity.

- c) Service Provider will describe in detail their fail over system plan should first devices fail including carrier, hardware, and notification to the CSC.
- d) 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.
- e) Service provider will support System Requirements. *Agent/Supervisor Workstation:

Minimum Recommended:

- Pentium III, 500Mhz +
- 128 MB RAM
- 8 Giga bytes HD
- Operating system W98, NT4, WME, W2K, WXP
- Microsoft .Net Framework 2.0

g. Technical Support

Vendor must provide Technical Support in accordance with the AOC's expressed Technical Support Needs provided below. Vendor may, if vendor so wishes, and in addition, provide an alternative plan for consideration by the AOC. The AOC shall have the choice of accepting either the plan below or, if provided, an alternate plan.

AOC Technical Support Needs:

Live Service Provider technical support personnel with a thorough knowledge of the product/service must be available to receive calls from AOC agents and supervisors as well as a third party service bureau designated by the AOC on a 24/7/365 basis. Service Provider must provide after hours voice call routing to its on-call service providers based on designated call routing criteria by client.

Service Provider will provide a single technical support phone number to AOC Customer administration personnel.

The Service Provider and the AOC shall handle defects in the Product / Service in accordance with the AOC Support Requirements given in Attachment 3 of this RFP.

Any Service Provider system maintenance must be performed without service interruption due to multiple redundant nodes.

h. 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, outbound traffic on port 57000 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.

i. CRM (Customer Relationship Management) & CTI (Computer Telephone) Integration

a)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.

b) 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.

j. CRM (Customer Relationship Management) & CTI (Computer Telephone) Integration

a)Service Provider will provide optional basic CRM application that can be integrated with the CSC CRM applications. Management of the Service Providers

CRM application and database associated with the CRM application is maintained by the Service Provider.

b) 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.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

Prospective Contractors are required to submit their Proposals in accordance with the directions and in the format specified in this RFP, without modifications or additions, in order that the Proposals of different parties may be compared on the same basis. Failure to materially provide the Proposal Materials in the formats specified and according to the instructions given in this RFP will cause your Proposal to be disqualified for consideration for an award. If you have any question regarding the Proposal Materials required, it must be raised using the Question and Answer procedure specified in Section 5.3 below.

All prospective Contractors are hereby apprised that their Proposal shall constitute an irrevocable offer available for acceptance by the AOC at any time within the ninety (90) days period following the Proposal due date.

4.1 Information Requested:

The following information must be provided in order for a Proposal to be regarded as responsive and receive consideration for an award. All of the following must be provided as specified below.

4.1.1 Organization Background and Experience

Provide a separate written document bearing the name of your organization and entitled "Organization Background and Experience" describing your organization and specifying its number of years in business. Include a description of up to 3 business engagements where you have provided services substantially similar or identical to those requested here. Describe the dates and duration of these engagements and types of services provided. Provide at least one reference name and the contact information for an individual from the organization you serviced who is knowledgeable with the details of the engagement at and who is willing to talk to the AOC regarding this engagement.

4.1.2 Technical Proposal

Provide a separate written document bearing the name of your organization and entitled "Technical Proposal" which describes how the product and/or services your organization offers fulfills each individual AOC requirement specified in Sections 3.2 above. If your product and/or service does not totally and completely fulfill the requirement as written, you must provide a detailed explanation of its limitations.

Format your response to the requirements according to the Sections and their numbering above (i.e. 3.2 a Interactive Voice Response, 3.2.b Automatic Call Distribution, etc.).

4.1.3 Suggested Implementation Plan

Provide a separate written document bearing the name of your organization and entitled "Suggested Implementation Plan" which provides a suggested implementation plan and schedule that will include pre and post implementation meeting(s). The plan and schedule will be reviewed and scored by the AOCAs part of the evaluation of your Proposal.

Provide a model plan, including expected dates (assume July 1, 2014 as start date) for the following events:

- b) Determine current call flow
- c) Determine Customer desired call flow
- e) f) Record greetings/announcements
- h) Perform agent/supervisor application installation and log-in definitions
- i) Perform testing
- j) Forward appropriate Customer call centre access telephone numbers
- k) Go live

4.1.4 Training:

Provide a separate written document bearing the name of your organization and entitled "Training" providing a description of the Agent, Supervisor & Maintenance Training that you will provide. Your training must include application training for agents and supervisors and must be provided concurrent with implementation of your product/service at the AOC.

4.1.5 Additional Certifications, Attachments, and Requirements.

In a separate envelope bearing the name of your organization, entitled "Certifications, Attachments, and Requirements" provide:

- a. A signed original document, executed by a properly authorized individual from proposer's organization, providing the following certification:
 - "Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities"
- b. If proposer is a corporation, provide documented proof that Proposer is in good standing and qualified to conduct business in California.
- c. A completed and signed original of the separately posted "Iran Contracting Act Certification Form" posted to the RFP website announcing this RFP .

4.1.6 Price Proposal:

In a separate sealed envelope bearing the name of your organization, entitled "Price Proposal":

- a. You must submit your price Proposal in the manner and in the format of the Price Proposal Form posted on the RFP website (identical to Attachment 2). Price Proposals provided according to formats that differ in any respect to the prescribed format will result in the disqualification of your Proposal from consideration for an award.
- b. The AOC has provided its actual usage data (i.e. Number of Incoming Calls, Number of Long Distance Minutes used) for the period from December 2012 through November 2013. Assume that the AOC will make use of all of the features and benefits of your product/service that are described in Section 3.2 "Specific Service Needs" Using the data provided, provide the AOC with (a) a written explanation of how the price of your product/service is calculated and (b) what price would be charged for the period December 2012 through November 2013 based on the usage given. If your organization requires additional usage data of any type in order to provide the AOC with this price, request the specific data you need in the form of questions submitted in accordance with and at the time Questions regarding this RFP are sent to the AOC.
- c. Provide a separate price for Training Activities,

Provide a separate price for your Technical Support Activities in accordance with the AOC's expressed needs given in Section 3.2f above. You may also provide an alternative Technical Support Plan and pricing if you so wish, but if so doing, provide a thorough description of the services and how such plan is priced.
- d. The prices you submit shall remain fixed and will not be subject to any form of escalation during the term of the contract including its two one year options to extend, If your Price Proposal contains price escalation provisions, it will disqualify your Proposal from consideration for an award.
- e. Your Price Proposal may not impose terms or conditions of any kind upon the AOC... If your Price Proposal seeks to impose terms and conditions, it will disqualify your Proposal from consideration for an award.

4.2 Proposal Materials to be Submitted:

- 4.2.1 Provide 6 copies of each of the materials requested in Section 4.1 of this RFP. If a sealed envelope is requested, provide 6 copies, each in individual sealed envelopes.

- 4.2.2 In a separate sealed envelope or box labeled with the name of your organization and the words "Proposal Disks OREFM-2014-01-JMG " provide:
- (1) A single disk bearing a PDF file consisting of a scan of all of the documents requested in Section 4.2.1 above.
 - (2) One printed, completed, and signed original of the "Payee Data Record Form" provided on the RFP website for this RFP. The Payee Data Record Form must be completed in the exact legal name under which you are proposing to enter into the Legal Agreement with the AOC.
- 4.2.3 No other information or materials are requested, and any received will be discarded without evaluation.
- 4.2.4 The due date and time deadline for the submission of Proposal materials can be found in the most recently published version of the Project Schedule posted to the web page of the California Courts' website (<http://www.courts.ca.gov/>) on which this RFP is posted.
- 4.2.5 Proposal materials received after the due date and time deadline will not be evaluated or considered for an award.
- 4.2.6 Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective Contractor's choice, or by hand delivery to the AOC.
- 4.2.7 E-mail or fax submissions are not acceptable.
- 4.2.8 Proposal Materials must be sent to:
- Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
(Indicate "RFP Number RFP OREFM-2014-01-JMG" and Name of Your Organization at lower left corner of outer packing of your Proposal)
- 4.2.9 If a Proposal is to be submitted by hand delivery to the AOC, it must be submitted at the reception desk of the AOC on the 6th floor, 455 Golden Gate Avenue, San Francisco, CA 94102, between the hours of 9 AM and 5 PM, Monday through Friday, AOC work days. Prospective Contractors are advised to obtain a handwritten receipt for their Proposal from the AOC receptionist when submitting in this manner. Submissions made at other AOC locations or in any other manner will not be evaluated.

- 4.2.10 With the exception of the handwritten receipts furnished for Proposals delivered by hand, the AOC does not provide acknowledgement of receipt of Proposals. Please refrain from contacting the AOC for this information and consult your delivery service for this information.

5.0. INITIAL RFP PROCESS:

- 5.1 The AOC has the right to modify any element of this RFP, including the RFP schedule, at any time, and without notice other than a modification to the website posting pertaining to this RFP. Prospective Contractors are urged to consult the website frequently to remain apprised of any such changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Contractor and not the AOC.
- 5.2 A teleconference will be held on the date specified in the RFP Project Schedule to explain and answer preliminary questions regarding this RFP. A verbal Question and Answer session will be conducted at this teleconference. Do not submit written questions prior to this teleconference. The AOC representatives present shall make a good faith attempt to answer any questions raised at the teleconference, however, due to the nature of this forum the answers provided verbally by the AOC shall not be binding upon the AOC unless a prospective Contractor follows up with a written question via the written Questions and Answers procedure of this RFP, which is described immediately below.
- 5.3 Following the teleconference prospective Contractors may, if they wish, submit written questions regarding this RFP to the AOC via e-mail, which must be sent to

capitalprogramssolicitations@jud.ca.gov .

Include the notation "OREFM-2014-01-JMG"

in the subject line of your email.

- 5.4 All written questions must be submitted no later than the date and time specified in the RFP schedule. Utilize the “Questions and Answers Form” posted to the RFP website as the format in which to submit your questions. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the agreement on the California Courts’ website (<http://www.courts.ca.gov/>) on which this RFP is posted on or before the date specified in the most current RFP schedule.
- 5.5 On or before the due date and time for proposals specified in the RFP Schedule, prospective Contractors who wish to participate in this procurement must provide the Proposal Materials specified in Section 4.2 to the AOC.
- 5.6 It is the sole responsibility of the prospective Contractor to ensure that their Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and prospective Contractors are requested to refrain from inquiring about this matter. If you require proof of delivery, please consult your express mail carrier or delivery service.

6.0 EVALUATION AND AWARD OF PROPOSALS

- 6.1. The AOC will evaluate and score the Proposal materials received as follows.
- 6.2 The subject areas to be evaluated, and the percentage weights accorded each subject area in scoring the Proposals are given below. Note that the evaluation of Proposals is to be performed on a best value basis and the Contractor offering the lowest prices/rates will not necessarily be the Contractor selected. The award will be made to the organization having the highest-scored proposal.
- 6.3 At any time throughout the evaluation period, the evaluation committee may, if it deems necessary, contact prospective Contractors to request clarifications or additional information pertaining to the subject areas being evaluated, and prospective Contractors shall endeavor to promptly provide any such information. Failure to provide such information with the time frames set forth by the AOC will result in down scoring of the area being evaluated.
- 6.4 Prospective Contractors will be required to provide a live demonstration via web-ex and teleconference call or in person at

2860 Gateway Oaks, Suite 400, Sacramento, California 95833 at a time mutually agreed to with the AOC. Demonstrations are expected to last 1 – 2 hours. It is advisable that you configure your product as you would best expect to deploy it to meet the AOC’s express product/service needs, as documented in Sections 3.1 through 3.8 of this RFP. Your demonstration should include the following:

- How calls are routed – ACD and features utilized (voice, 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 mgmt detail and summary) and reporting are viewed on line and reported.
- Demonstrate fail safe process so calls are not disrupted
- In addition, Contractors 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 AOC, and (2) the same for the ongoing Customer and Technical Support that the Contractor will provide during the term of the agreement.

6.5 Following the live demonstration, an evaluation committee composed of individuals from the AOC will evaluate the Organization Background and Technical Proposals received and score these parts of the Proposals.

6.6 the points to be awarded and subject areas to be evaluated are as follows.

Possible Points	Subject Area Being Evaluated
20	<p><u>Organization Background and Experience:</u> Experience of the proposing organization based upon the description of projects provided in your Proposal and discerned from calls to your references.</p>
30	

50

Conformance of your product/services to AOC needs:

The degree to which your proposed product/ service conforms to the AOC's expressed needs, based upon the information provided in your Technical Proposal. The degree to which the Implementation Plan/Schedule, Technical Support Services, and Agent, Supervisor & Maintenance Training meets the AOC's expressed needs.

Price:

Comparison of the expected total prices of the Proposers, based upon the expected usage by the AOC of your product/service as priced in your price Proposal, plus expected Technical Support and Training Costs.

- 6.7 The scoring of the subject areas regarding Organization Background / Experience and the conformance of your product/services to AOC needs will be performed first. Following the completion of the scoring of the subject areas regarding Organization Background / Experience and the conformance of your product/services to AOC needs, the AOC will publish the compiled scores for these subject areas to the RFP website.
- 6.8 Following the publishing of the compiled scores. The AOC will conduct a public opening of the sealed Price Proposals. Prospective Contractors and the general public may attend the opening. Date and time will be posted to the RFP Schedule at a future date.
- 6.9 Following the public opening of the Price Proposals, the Price Proposals will be evaluated and scored, and the final scoring of all subject areas will be published to the RFP website, accompanied by the announcement of the name of the prospective Contractor to whom the AOC intends to award the Legal Agreement.

- 6.10 The contractual basis for the provision of the consultants to the AOC as a result of this procurement shall be the posted as a separate document to the RFP website for this RFP. The document provided is in standard AOC format and will be revised to provide terms and conditions appropriate to the business transaction when a final award is made. The AOC will contact the prospective Contractor awarded the Legal Agreement to initiate completion and execution of the Legal Agreement for the work.
- 6.11 Should the AOC be unable to execute a Legal Agreement acceptable to the AOC within ten (10) business days following submittal of the Agreement to the awarded proposer, the AOC shall have the right to rescind its notice of award and proceed with an award to other prospective Contractors in accordance with their respective scores.

7.0 COMPENSATION

- 7.1 Compensation for services must be invoiced to the AOC monthly and payment will be made at the prices/rates specified in the awarded Proposal. Invoices must be provided in sufficient detail for the AOC to satisfactorily verify the services being billed and the rates/prices charged.

8.0 OTHER INFORMATION:

- A. The AOC has the right to cancel or reschedule this RFP at any point prior to Legal Agreement execution, without cause and without prior notice.
- B. The AOC has the right to issue RFPs for the same or similar services in the future.
- C. If, prior to contact execution, the proposing entity changes its business ownership, or if the AOC determines that a proposal contains a misrepresentation, the AOC has the right to reevaluate that entity's Proposal, and, if necessary, rescind the award, effective upon written notice.
- D. This RFP and the Proposals provided as a result of it, in no way act to form an agreement or contract between the AOC and proposer.
- E. In any event and regardless of circumstances in no way shall the AOC, the State of California, or any Judicial Branch entity be held responsible for any loss of profit or any costs or expenses incurred

or experienced as a result of a prospective Contractor's efforts and costs incurred in preparation and provision of its Proposal, participation in interviews, demonstrations, or any other effort, cost, or expense expended in regard to this RFP.

9.0 JUDICIAL BRANCH CONTRACTING MANUAL

This RFP/ Solicitation is being conducted in accordance with the Judicial Branch Contracting Manual. See <http://www.courts.ca.gov/documents/jbcl-manual.pdf> for additional information.

10.0 ADMINISTRATIVE RULES GOVERNING THIS RFP

This solicitation (the "RFP") (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the "Proposal(s)"), the selection of any prospective Contractor, and any issues to be raised with regards to this solicitation or to the Administrative Rules Governing Requests for Proposals themselves (the "Administrative Rules") are governed solely by these Administrative Rules. By the act of submission of a Proposal, prospective Contractors agree to be bound by these Administrative Rules. If a prospective Contractor has objections to the Administrative Rules or any other objections to this RFP, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment 1.

11.0 DVBE Program:

- 11.1 The AOC has a Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount paid to the Contractor under the Legal Agreement that will be issued to the awarded Contractor. The selected Contractor will be required to either participate in this program, or provide written documentation demonstrating that such participation is not possible despite a good faith effort made on the selected Contractor's part.
- 11.2 The AOC does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.
- 11.3 Submission of your DVBE commitment and the forms documenting it or the provision of written documentation detailing your good faith effort to provide such a program will be required

following notification of intent to award and prior to the signing of the agreement resulting from this RFP. DVBE Forms are provided with this RFP to familiarize you with this requirement and for your later convenience in submitting the forms. See the "DVBE Participation Form" posted to the RFP website for additional details regarding DVBE participation. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of your Proposal will be retained by the AOC for official files and will become a publicly available record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a public request for access to such records. If the AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation indicating confidential content.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, the AOC may disclose all information contained in a proposal, including information marked as confidential or proprietary.

Prices submitted will be revealed at a public opening and cannot be kept confidential.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract 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 AOC to receive a solicitation specifications protest is 5 AOC business day prior to the proposal due date.

Protests should be sent to:

John McGlynn
Senior Contracts Manager
Fiscal Services Office
Judicial Council of California - Administrative Office of the Courts
455 Golden Gate Ave, Floor 6
San Francisco, CA 94102-3688

Hosted Call Center Service
RFP Number: OREFM-2014-01-JMG

415 865-8893, Fax 415 865-4326, John.McGlynn@jud.ca.gov
www.courts.ca.gov

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS
(IT GOODS AND SERVICES)

- **COMMUNICATIONS WITH AOC REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Prospective Service Providers must send any communications regarding the RFP to capitalprogramssolicitations@jud.ca.gov (the "Solicitations Mailbox"). Prospective Service Providers must include the RFP Number in subject line of any communication.

- **QUESTIONS REGARDING THE RFP**

A. If a Service Provider's question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Service Provider may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Service Provider must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Service Provider will be notified.

B. Prospective Service Providers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Service Provider is requesting a change, the request must set forth the recommended change and the Service Provider's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

- **ERRORS IN THE RFP**

A. If, before the Proposal due date and time listed in the timeline of the RFP, a Service Provider discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Service Provider must immediately notify the AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP.

Without disclosing the source of the request, the AOC may modify the RFP before the Proposal due date and time by releasing an addendum to the solicitation.

- B. If a Service Provider fails to notify the AOC of an error in the RFP known to Service Provider, or an error that reasonably should have been known to Service Provider, before the Proposal due date and time listed in the timeline of the RFP, Service Provider shall propose at its own risk. Furthermore, if Service Provider is awarded the contract, Service Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

- **ADDENDA**

- A. The AOC may modify the RFP before the Proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Service Provider's responsibility to inform itself of any addendum prior to its submission of a Proposal.
- B. If any Service Provider determines that an addendum unnecessarily restricts its ability to propose, the Service Provider shall immediately notify the AOC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

- **WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A Service Provider may withdraw its Proposal at any time before the deadline for submitting Proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Service Provider. The Service Provider may thereafter submit a new or modified Proposal, provided that it is received at the AOC no later than the Proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal due date and time listed in the timeline of the RFP.

- **ERRORS IN THE PROPOSAL**

If errors are found in a Proposal, the AOC may reject the Proposal; however, the AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Service Provider (if selected for the award of the contract), the Service Provider will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the Proposal.

- **RIGHT TO REJECT PROPOSALS**
 - A. Before the Proposal due date and time listed in the timeline of the RFP, the AOC may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the AOC may reject all Proposals and cancel the RFP if the AOC determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the AOC.
 - B. The AOC may or may not waive an immaterial deviation or defect in a Proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Service Provider from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the AOC reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Service Providers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Service Provider.
 - C. The AOC reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the Proposal.
 - D. Service Providers are specifically directed **NOT** to contact any AOC personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC personnel or consultants may be cause for rejection of the Service Provider's Proposal.

- **EVALUATION PROCESS**
 - A. The AOC will follow the following process in evaluating Proposals.
 1. The AOC will first open the non-cost portion of each Proposal received by the appropriate deadline to confirm that it meets the format requirements specified in the RFP.
 2. The AOC will complete its evaluation of the non-cost portions of all such Proposals using the methods specified in the RFP.
 3. The AOC will publish the results of the completed non-cost evaluation on the website for this RFP.

4. The AOC will publicly open the cost portion of the Proposals as specified in the RFP. The AOC will not, however, open the cost portion of any Proposal determined to have a material deviation in the non-cost portion.
 5. The AOC will evaluate the cost portion of the Proposals opened in item A.4 above. All figures entered on the cost portion must be clearly legible.
- B. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
 - C. During the evaluation process, the AOC may require a Service Provider's representative to answer questions with regard to the Service Provider's Proposal. Failure of a Service Provider to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal non-responsive.
 - E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two AOC employees. The AOC will provide notice of the date and time of the coin toss to the affected Service Providers, who may attend the coin toss at their own expense.

- **DISPOSITION OF MATERIALS**

All materials submitted in response to the RFP will become the property of the AOC and will be returned only at the AOC's option and at the expense of the Service Provider submitting the Proposal.

- **PAYMENT**

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

B. **THE AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the AOC and the selected Service Provider.

C. **AWARD AND EXECUTION OF AGREEMENT**

A. Award of contract, if made, will be in accordance with the RFP to a responsible Service Provider submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the AOC.

- B. A Service Provider submitting a Proposal must be prepared to use the AOC Legal Agreement, rather than its own contract form, as the legal means to enter into an agreement with the AOC.
- C. The AOC will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a Service Provider may delay execution of a contract.
- D. Upon award of the contract, the contract shall be signed by the Service Provider in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed before receipt of a fully-executed contract shall be at Service Provider's own risk.

- **FAILURE TO EXECUTE THE AGREEMENT**

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Service Provider refuses or fails to execute the contract, the AOC may award the contract to the next qualified Service Provider.

- **NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the AOC's Assistant Director, Accounting and Business Services Unit, Fiscal Services Office, or her or his designee.

- **ANTI-TRUST CLAIMS**

- A. In submitting a Proposal to the AOC, the Service Provider offers and agrees that if the Proposal is accepted, Service Provider will assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Service Provider for sale to the AOC pursuant to the Proposal. Such assignment shall be made and become effective at the time the

AOC tenders final payment to the Service Provider. (See Government Code section 4552.)

- B. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Service Provider shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Service Provider, the AOC shall, within one year from such demand, reassign the cause of action assigned under this section if the Service Provider has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a AOC action for the cause of action. (See Government Code section 4554.)

- **AMERICANS WITH DISABILITIES ACT**

The AOC complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Service Providers should be directed to the AOC's assigned Project Manager named in the Legal Agreement.

- **FEASIBILITY STUDIES AND ACQUISITION**

RECOMMENDATIONS

Proposals in response to procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM) agreements, remarketing agreements) that may foreseeably allow the Service Provider to benefit materially from the AOC's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

ATTACHMENT 2

FORMAT FOR SUBMISSION OF PRICE PROPOSALS

Proposer Name: _____

Provide Your Pricing and a Written Explanation of How Product/Service Usage Prices are calculated:

(Example: Incoming Calls are Charged at \$ Per call, etc.)

Proposed Price for Use of Product/Service Features, Period December 2012 through November 2013 based on the usage data provided below:

\$ _____

	Nbr of Long Distance Minutes Used	Nbr of Incoming Calls
Nov-13	2,051	776
Oct-13	1,981	893
Sep-13	1,165	907
Aug-13	1,655	823
Jul-13	1,465	896
Jun-13	1,212	810
May-13	1,043	879
Apr-13	1,347	825
Mar-13	1,370	869
Feb-13	1,401	806
Jan-13	1,196	1093
Dec-12	1,365	946

If you are charging separately for Training and Implementation Activities, provide a fixed price for such services: \$ _____

Provide your Maintenance and Technical Support Pricing:

Hosted Call Center Service
RFP Number: OREFM-2014-01-JMG

END OF ATTACHMENT

Attachment3: AOC Support Requirements

This Support shall begin upon first use (“Go-Live”) of the software application.
Service Provider will provide the following services:

1 If the State identifies defect(s) in the Services provided (i.e. a failure to perform in accordance with the Proposer’s Software Documentation or in accordance with the Legal Agreement signed with the AOC), Service Provider shall correct the defect to the satisfaction of the State and in accordance with the Cure Period given below.

2 Service Provider shall identify a person or persons to serve as the primary point(s) of contact for Support issues.

3 Upon the occurrence of a service or defect issue, the AOC project manager and/or designee shall contact the Service Providers representative via electronic mail and via telephone and inform them of the classification of the Priority, per the table below, of the issue.

4 Within 1 hour of notification, the Service Provider’s representative and AOC project manager and/or designee shall meet to discuss the severity of the issue and identify a plan of action to meet the response deadline

The Service Providers representative shall acknowledge receipt of the notification, summarize the issue in writing within 2 hours, and provide the summary to the AOC’s representative.

5 Reference table below for specifics on Service Level Response:

1 Definition of Priorities:

P1 A Priority 1 Incident is generated if (System and or Call Routing is Down)

A critical component of an application or the entire application has stopped or is so severely impacted that the application or component cannot reasonably continue to operate and there is no Workaround available;

A critical business process has stopped or is so severely impacted that the business process cannot reasonably continue to occur and there is no Workaround; or

Data is corrupted or data integrity issues related to security/confidentiality pose a risk to the Judicial Branch.

- P2 A Priority 2 Incident is generated if (System Component Down)
A critical component of the application is unavailable or will not work or the entire application has stopped or is so severely impacted that the application or component cannot reasonably continue to operate, but a Workaround is available;
A critical business process is unavailable or is so severely impacted that the business process cannot reasonably continue to occur, but a Workaround is available.
A non-critical component of the application is unavailable, will not work or is not operating as expected and there is no Workaround available;
A non-critical business process is unavailable or is not occurring as expected and there is no Workaround available.
- P3 A Priority Level 3 Incident is generated if (Non-critical component is down or if 1 person is affected)
a non-critical component of the application is unavailable, will not work or is not operating as expected and there is a Workaround available; or
a non-critical business process is unavailable or is not occurring as expected and a Workaround is available
- P4 A Priority Level 4 Incident is generated if (Default Priority and Service Requests) there is a Problem other than Priority Level 1, Priority Level 2, and Priority Level 3 Incidents.

1	Definition of Service Levels for Incident Resolution:	
Service Level Response	Service Measure	Cure Period
Incident Resolution - Priority Level 1	Time to Resolve	<4 hours
Incident Resolution - Priority Level 2	Time to Resolve	<8 hours

Incident Resolution - Priority Level 3	Time to Resolve	Next Business Day -12 HOURS
Incident Resolution - Priority Level 4	Time to Resolve	Next Business Day or as prioritized by vendor
Root Cause Analysis	Time to provide initial report of Incident cause	Within 24 hours of Incident Resolution for Priority Level 1 or 2
	Time to provide Formal Root Cause Analysis report	Within 5 Business Days of Incident Resolution for Priority Level 1 or 2
7	In no event shall the State be responsible for any costs incurred by Service Provider to remedy any deficiencies in the Services or defects in the Vendor software application.	

END OF ATTACHMENT
END OF RFP