



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

REQUEST FOR PROPOSALS

ONLINE BIDDING SYSTEM AND ANCILLARY SERVICES

RFP NUMBER 1310-002

Court Website for Online Procurement:

<http://www.courts.ca.gov/rfps.htm>

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1.0 INTRODUCTION

1.1. Issuing Body

The Superior Court of California, County of Orange (“Court”) is the third largest trial Court of general jurisdiction in California with 115 Judges and 29 Commissioners. The Court employs over 1,500 people in more than 70 different job classifications to perform a wide range of Court-related functions. Cases are heard in seven (7) Justice Centers located across the county.

1.2. Project Overview

1.2.1. The Superior Court of California, Orange County (Court) is seeking proposals from qualified parties to improve compliance with the Judicial Branch Contract Law, (JBCL) improve services to ordering departments and responsiveness to the Bidder community.

1.2.2. The primary service being requested is an online bidding system which will replace the existing online bidding service. The current system is utilized by the other superior courts, judicial branch entities (JBEs) and the California Department of General Services (DGS), as well as other state agencies. As a result of the JBCL, JBEs must comply with many of the requirements placed upon California state agencies regarding public procurement practices. Therefore, a successful Bidder will be able to interface with the DGS website.

1.2.3. The Court is also interested in any ancillary Contractor management services including but not limited to:

- insurance certificate management,
- certification management, e.g. contractor certifications, business certifications,
- public contracting code certifications such as Iran or Darfur certifications; and,
- Department of General Services Bidder's status such as Disabled Veteran Business Enterprise (DVBE), Small Business (CA-SB) or Micro Business (CA-MB).

Court procures a wide variety of products and services to support Court operations through the use of an online bidding system which streamlines and expedites the procurement process, as well as maximizes participation, increases transparency and encourages competition in the award of Court's contracts.

1.2.4. The anticipated term of such contract would be a five (5) year agreement.

1.3. General Instructions

1.3.1. This RFP, associated documents, and/or all addenda that may be issued will be available on the following website(s), referred to individually and collectively as “Court Website” located at: <http://www.courts.ca.gov/rfps.htm>.

1.3.2. Contractor should regularly access and monitor Court Website for any/all information related to RFP.

2.0 PROCUREMENT PROCESS

2.1. Contact List

Bid Contact	Contracts Officer
Katherine Moncrief Sr. Contract Administrator kmoncrief@occourts.org	Sherry Clifford Contracts Officer sclifford@occourts.org

2.2. Procurement Schedule

The Court has developed the following list of key events from RFP Issuance through Performance Start Date of New Contract.

All deadlines are subject to change at the Court's discretion.

Timeline of Important Events and Dates

No.	EVENTS	Key Dates
1	Issue RFP	February 5, 2014
2	<p><u>Optional</u> Proposal Tele-conference (See RFP Sections 2.3 et seq.)</p> <p>Please RSVP at Purchasing@occourts.org.</p> <p>Call in number: 657-622-5151 Access code: 3992285</p>	February 13, 2014 at 9:00 a.m. PST
3	<p>Deadline for Submission of Contractor Questions, Requests for Clarifications or Modifications</p> <p>Questions must be emailed to: Purchasing@occourts.org.</p>	February 18, 2014 at 4:00 p.m. PST
4	<p>Proposal Due Date and Time</p> <p>Proposal must be delivered to: Superior Court of California, County of Orange Attn.: Facilities Management 700 Civic Center Drive West Santa Ana, CA 92701</p>	February 28, 2014 at 4:00 p.m. PST
5	Evaluation Period (estimated)	March 2014
6	Potential Interviews, Negotiations (estimated)	March 2014
7	Notice of Award (estimated)	March 24, 2014
8	Contract Issuance (estimated)	April 1, 2014
9	Agreement Start Date: (estimated)	April 1, 2014
10	Agreement End Date (estimated)	March 31, 2019

2.3. Optional Proposal Conference Call

- 2.3.1. An optional proposal conference to answer questions and discuss information related to this RFP will be held on the date and at the time specified in Section 2.2.
- 2.3.2. Optional Proposal Conference will be via a conference call. There will not be any option to attend in person. .
- 2.3.3. Follow these instructions to call in and participate in the Optional Proposal Conference Call:
Dial: (657) 622-5151
Enter the Conference Access Code: 3992285#
- 2.3.4. LIMIT - Maximum 2 (two) callers for any one Contractor.
- 2.3.5. The proposal conference is optional; prospective Contractors are encouraged to attend in order to better understand the proposal requirements. In the event a potential Contractor is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one Contractor.
- 2.3.6. The Court may, within its discretion, prepare a summary of questions and answers from the proposal conference, as an addenda, which would be posted on the Court Website.

2.4. Requests for Clarifications or Modifications

- 2.4.1. Contractors interested in responding to this solicitation may submit questions on procedural matters related to the solicitation or requests for clarification or modification of this solicitation document electronically to Kmoncrief@occourts.org. If the Contractor is requesting a change, the request must set forth the recommended change and the Contractor's reasons for proposing the change. All questions and requests must be submitted no later than the date specified in Section 2.2 "Procurement Schedule" in this RFP.
- 2.4.2. Questions or requests submitted after the due date will not be accepted.
- 2.4.3. Without disclosing the source of incoming questions or requests, the Court will post a copy of the questions and the Court's responses on the Court Online Procurement Website. Within the discretion of the Court, and within the Court's desire to present information in any organized, easy to understand fashion, not every question may be specifically, individually answered.
- 2.4.4. If a Contractor's question relates to a proprietary aspect of its Bid/Proposal and the question would expose proprietary information if disclosed to competitors, the Contractor may submit the question in writing via direct e-mail to the Submittal Contact conspicuously marking it as "CONFIDENTIAL." With the question, the Contractor must submit a statement explaining why the question is sensitive.
 - If the Court 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 Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Contractor will be notified. Contractor may then submit the question through the normal process for questions.

2.5. Ambiguity, Discrepancies, Omissions

2.5.1. If a Contractor submitting a Bid/Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor shall immediately provide notice of the problem via direct e-mail to the Buyer and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of Bids/Proposals by posting an addendum on the Court Online Procurement Website.

2.5.2. If prior to the date fixed for submission a Contractor submitting a Bid/Proposals knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the Contractor shall propose at its own risk, and if the Contractor is awarded the contract, the Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.6. **Contact with Court**

Contractors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this solicitation at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Contractor's Bid/Proposal.

All contact with Court during the solicitation process must be in writing, via e-mail, to the Submittal Contact.

2.7. **Solicitation Addenda**

2.7.1. The Court may modify this solicitation document prior to the date fixed for submission of Bids/Proposals by posting an addendum on the Court Online Procurement Website. If any potential Contractor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Buyer via e-mail no later than three (3) business days following the date the addendum provided or posted.

2.7.2. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Bid/Proposal to include all addenda issued in any resulting contract.

3.0 **EVALUATION PROCESS**

3.1. **Overview of Evaluation Process**

3.1.1. **Evaluation Committee**

The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor.

3.1.2. **Evaluation of Cost Sheets/Cost Proposals**

Cost sheets, cost proposals, and/or electronically submitted quotes, may be reviewed only if a proposal is determined to be otherwise qualified.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the basis of individual items, combination

of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

3.1.3. Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor's representative to answer questions during the evaluation process with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

3.1.4. Interviews

Following the initial screening of Bids/Proposals, the Court reserves the right to require, and each Contractor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its Bid/Proposal. If the Court determines that interviews or presentations are required, selected Contractors will be notified in writing of the date, place, time and format of the interview or presentation. Contractors will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a Contractor's disqualification from further consideration.

3.1.5. Negotiations

If the Court desires to enter into negotiations, it will do so with one or more Contractors, at its discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other Contractors or make no award under this solicitation. The Court reserves the right to award a contract, if any, without negotiations.

3.1.6. News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a Contractor without the prior written approval of the Court Contracts Officer.

3.2. Minimum Qualifications

To be considered for full evaluation and possible award, Contractors must meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Contractor and any proposed Subcontractors):

Table of Minimum Qualifications

No.	Minimum Qualifications
1	Three (3) or more years of experience providing similar services to those listed in Attachment A, "Scope of Work" to government entities, public sector clients, or similar clients. Such services to be the same or substantially similar to those described in Attachment A, Scope of Work. Contractor's proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
2	Suspension/Debarment/Tax Delinquent: Contractor shall not be currently under suspension or debarment by any state or federal government agency. Pursuant to Public Contract Code (PCC) section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one (1) of the 500 largest tax delinquents. Contractor <i>must</i> certify that they do not currently appear on and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists.
3	Conflict of Interest: Contractor shall certify that it 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. (reference Additional Document, "Bidder/Proposer Submission Forms & Certifications").
4	Good Standing in the State of California: Contractor must hold any/all required licenses and permits to conduct business in State of California, County of Orange and, if a Corporation, must be in good standing with the State of California, as set forth in <u>Attachment A, Scope of Work</u> . (reference Additional Document, "Bidder/Proposer Submissions Forms & Certifications")
5	Acceptance of Insurance Requirements: Contractor must meet insurance requirements, or show proof of ability to meet the requirements of such coverage, as set forth in <u>Attachment B – Model Agreement</u> .
6	Iran Certification Act: Pursuant to Public Contract Code (PCC) section 2204, an Iran Contract Act certification is required for solicitations of goods or services of \$1,000,000 or more. Contractor must complete the Iran Contracting Act Certification and submit the completed certification with its proposal as applicable. (reference Additional Document, "Iran Contracting Act Certification Form")
7	Darfur Certification Act: If Contractor has had business activities or other operations outside of the United States within the previous three years, Contractor must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. (reference Additional Document, "Darfur Contracting Act Certification Form")

3.3. Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court and the community which the Court serves.

The Court will evaluate the proposals using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

Criteria	Weight
<p>1. Experience in providing high quality services of the type in this RFP in similar assignments.</p> <p>a. Contractor must specifically indicate in its proposal the number of years of experience in providing the services as required by this criterion.</p> <p>b. Contractor must specifically indicate in its proposal how the assignments it deems as similar are in fact similar to the services required by the Court.</p>	10%
<p>2. Quality of Work Plan in proposal.</p> <p>Contractor must provide in its proposal an in depth description as to how it plans to provide the services required by the Court.</p>	30%
<p>3. Cost/Pricing factors.</p> <p>Cost/Price must be all inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason. Markup, Overhead, and Profit must be included in Contractor's Cost/Price proposal at time of submission.</p>	30%
<p>4. References.</p> <p>a. Contractor must specifically identify any provided reference(s) for which it currently or previously provided substantially similar services as those required by the Court.</p> <p>b. Contractor must specifically identify any government agency provided reference(s).</p>	10%
<p>5. Financial viability and stability.</p> <p>Contractor must:</p> <p>a. Attach a copy of their financial statement for the preceding three (3) years with its proposal.</p> <p>b. Complete the Contractor Information Questionnaire, including the Agency Information Section.</p>	10%
<p>6. Acceptance of the Terms and Conditions provided in the Court's Model Contract.</p> <p>By not taking exception to any specific term, provision, or condition, Contractor shall be deemed to have accepted the Court's Model Contract "as is".</p>	10%

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

3.4. Award Based On “Low Bid” Or “Best Value”

Depending on the specific situation/scenario of each Bid/RFP, award may be based on “Low Bid” (i.e. the lowest bid received from a responsive, responsible bidder), “Best Value” (i.e. the bid/proposal that represents the best overall value to the Court and the community which the Court serves), or other suitable basis for making an award decision.

4.0 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE

- 4.1. Bidders may receive a DVBE incentive if, in the Court’s sole determination, Bidder has met all applicable requirements. If Proposer receives the DVBE incentive, the total bid price will be adjusted by 3%. This reduction is for evaluation purposes only and will not affect the contract amount.
- 4.2. DVBE incentive qualification is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 4.3. To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
- 4.4. Bidders seeking the DVBE incentive must complete the Bidder Declaration and DVBE Declaration (Attachment I) with all materials specified.
 - 4.4.1 **Bidder Declaration** – Each Bidder seeking the DVBE incentive must complete the Bidder Declaration. Only one (1) Bidder Declaration should be submitted for each proposal.
 - 4.4.2 **DVBE Declaration** - Each DVBE business that will provide goods and/or services in connection with the contract must submit a DVBE Declaration with the proposal. This includes subcontractors. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.
- 4.5. Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.
- 4.6. If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.
- 4.7. **FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

5.0 AWARD OF CONTRACT

Upon award, the successful Contractor(s) will be required to execute a Contract in accordance with the Statement of Work and the General Conditions, if applicable, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award, if applicable. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

6.0 RESERVATION OF RIGHTS

The Court, in its complete discretion, may eliminate Bids/Proposals that have not scored adequately in relation to other Bids/Proposals to warrant further consideration during any phase of the evaluation process. The Court reserves the right to reject any or all Bids/Proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a Bid/Proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Contractor from full compliance with solicitation document specifications.

If a Bid/Proposal fails to meet a material solicitation document requirement, the Bid/Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any Bid/Proposal unless the Contractor expressly restricts an item or combination of items in its Bid/Proposal and conditions its response on receiving all items for which it provided a Bid/Proposal. In the event that the Contractor so restricts its Bid/Proposal, the Court may consider the Contractor's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the Contractor ineligible for further evaluation.

The Court reserves the right to negotiate with Contractors who have presented, in the opinion of the Court, the best Bid/Proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other Contractors or make no award under this solicitation. At any time the Court can reject all Bids/Proposals and make no award under this solicitation. Moreover, the Court reserves the right to reconsider any Bid/Proposal submitted at any phase of the procurement. It also reserves the right to meet with Contractors to gather additional information.

Bid/Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

Court may investigate the qualifications of any Potential Contractor under consideration, require confirmation of information furnished by a Potential Contractor, and require additional evidence of qualifications to perform the Services described in this solicitation.

Court reserves the right to:

- Reject any or all of the Bids/Proposals;
- Issue subsequent solicitation;
- Cancel the entire solicitation;
- Remedy errors in the solicitation;
- Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;

- Appoint Courts to review Bids/Proposals;
- Seek the assistance of outside technical experts to review Bids/Proposals;
- Approve or disapprove the use of particular Subcontractors and suppliers;
- Establish a list of Potential Contractors eligible for discussions after review of written Bids/Proposals;
- Negotiate with any, all, or none of the Potential Contractors;
- Solicit best and final offers (BAFO) from all or some of the Potential Contractors;
- Award a contract to one or more Potential Contractors;
- Accept other than the lowest priced Bid, if such award is in the best interests of Courts;
- Waive informalities and irregularities in Bids/Proposals;
- Award a Contract without discussions or negotiations;
- Disqualify a Bid/Proposal upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Potential Contractor; and/or,
- Take any/all other actions related to this solicitation and this solicitation process that may be deemed necessary by Court to meet the needs of the Court and the community which it serves.

7.0 NO COMMITMENT TO AWARD

- 7.1. Neither the mere selection nor notification by the Court that a Contractor has been selected as the successful Bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on the Court. No oral representations, agreements, or modifications shall be binding on the Court. All modifications must be in writing and executed by a properly authorized Court employee.
- 7.2. Issuance of the solicitation and receipt of Bid/Proposals does not commit Court to award a contract. Court expressly reserves the right to postpone Bid/Proposal opening for its own convenience, to accept or reject any or all Bids/Proposals received in response to this solicitation, to negotiate with more than one Contractor concurrently, or to cancel all or part of this solicitation.
- 7.3. **NO OBLIGATION TO EXECUTE A SOLE CONTRACT**
- Court has the right to award zero, one, two, or more contracts through this solicitation. No guarantee or promise is made by Court of any sole or exclusive contracting relationship with any of the Contractors.

8.0 PROPOSAL FORMAT

- 8.1. Proposers must submit its proposal in two parts: the technical proposal and the cost proposal.
- 8.1.1. Proposers must submit one (1) original and five (5) copies of the technical proposal. The original must be signed by an authorized representative. The RFP title and number must be written on the outside of the sealed envelope.

- 8.1.2. Proposers must submit one (1) original and five (3) copies of the cost proposals. The original must be signed by an authorized representative and submitted in a sealed envelope separate from the technical proposal. The RFP title and number must be written on the outside of the sealed envelope.
- 8.2. Proposals must be delivered by the date and time listed in Section 3.2 "Proposal Schedule" of this RFP to:
- Superior Court of California, Orange County
Facilities Management
Attn.: Katherine Moncrief
700 Civic Center Drive West
Santa Ana, CA 92701
- 8.3. The Contractor is solely responsible for ensuring that the full Bid/Proposal is submitted prior to the date and time specified. Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement.
- 8.4. Only written proposals will be accepted. Proposals may not be transmitted by fax or email.
- 8.5. Proposals should provide straightforward, concise information that satisfies the requirements listed in this RFP. 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.
- 8.6. Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.
- 8.7. Please adhere to the use of a minimum font size of 10 point.
- 8.8. At Court's discretion, Court may request electronic copies of all Proposals in Word or Excel formats during the evaluation process.
- 8.9. Contractors awarded a contract will be required to provide an electronic version in Word and/or Excel format of the submitted proposal. Information must be submitted within three business days of receipt of Notice of Award.
- 8.10. The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any company or firm or the successful Bidder unless or until the Court and the successful Bidder fully execute a final and definitive contract negotiated between the parties.

9.0 PROPOSAL CONTENT

The following items must be included in your proposal:

9.1. Executive Summary

Bidders must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the Bidder proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Contractor's understanding of the requirements. The

Bidder must also address in this section how it meets the minimum qualification requirements in Section 3.2.

9.2. Attachment A “Scope of Work”

9.2.1. Bidders must complete the table provided in “Attachment A – Scope of Work” and respond to each item. This RFP has multiple Scopes of Work. Bidders may choose to response to one (1) or multiple services. Please complete the table(s) in “Attachment A – Scope of Work” as appropriate:

- Attachment A-1: Online Bidding System
- Attachment A-2: Insurance Verification
- Attachment A-3: Contractor Certifications
- Attachment A-4: Contract Management System

9.2.2. Explain, in full detail, how the Bidder will meet all the needs of Court detailed in the Scope of Work. Bidders should not summarize its services in this section. Rather, explain exactly how the Bidder can meet Court’s needs. Include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Court, etc.

9.2.3. Bidders should demonstrate a clear understanding of the tasks and the potential problems in meeting the Scope of Work requirements. Bidders should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.

9.3. Attachment B – “Cost Proposal”

9.3.1. Bidders must submit pricing in “Attachment B – Cost Proposal” for each service proposed in Attachment A – “Scope of Work”.

- Attachment B-1: Online Bidding System
- Attachment B-2: Insurance Verification
- Attachment B-3: Contractor Certifications
- Attachment B-4: Contract Management System

9.3.2. The prices proposed in the Bidder’s response will be valid for a minimum of 150 days following the Submission Deadline for the RFP.

9.3.3. The Bidder’s cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The Bidder must explain the proposed process to implement price changes, and how the Court will be notified.

9.3.4. Bidder should suggest a Payment Milestone Schedule in accordance with the Bidder’s Work Plan.

9.3.5. Government Rates - It is expected that all Contractors responding to this solicitation will offer the Contractor’s government or most favorable comparable rates.

9.3.6. The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employee’s wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor’s invoice.

9.3.7. 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.

9.4. Attachment C – “Bidder Information Questionnaire”

Bidders are required to complete the Contract Information Questionnaire and must include but are not limited to, the following:

9.4.1. General Contact Information.

9.4.2. Agency history, including the number of years in business.

9.4.3. References – List a minimum of three (3) references for whom you have provided similar services within the past three (3) years. You must include the person’s name, address, phone number and email address. The Court will contact references.

9.4.4. List any/all licenses permits that may be related to the requested services in the State of California, County of Orange.

9.4.5. Subcontractor information, if applicable.

9.5. Attachment D – “Bidder Certifications”

Bidders must certify to each of the following:

9.5.1. Suspension/Debarment/Tax Delinquent

9.5.2. Conflict of Interest³

9.5.3. Conflict Materials

9.5.4. Good Standing in the State of California

9.5.5. Contracts Terminated for Cause or Default

9.5.6. Certification of Acceptance - The undersigned must certify that he/she has the legal capacity to sign on behalf of the Proposer listed above, and certify that this signature is a legally binding signature upon the Bidder.

9.6. Attachment E – “Darfur Contracting Act Certification Form”

Bidders must complete the Darfur Contracting Act Certification Form with its proposal.

9.7. Attachment F – “Iran Contracting Act Certification Form”

Bidders must complete the Iran Contracting Act Certification Form with its proposal.

9.8. Attachment G – “Master Services Agreement” Exceptions or Deviations

Bidders must indicate if they accept the Acceptance of Master Services Agreement “as is”, or if they take any exception/modifications to the Agreement. Bidders **must** choose one from the following:

- **Accept model agreement without exception-** Bidder must accept all of the terms and conditions listed in the Master Services Agreement, including insurance requirements without exception,

OR

- **Propose exceptions/modifications** – If the Bidder proposes any exceptions/modifications, the Bidder must attach a list of any and all exceptions, and provide rationale for the exception(s).

9.9. **Attachment H – “Sample Participation Agreement” Exceptions or Deviations**

Bidders must indicate if they accept the Acceptance of Master Services Agreement as is, or if they take any exception/modifications to the agreement.

The Sample Participation Agreement will be the agreement template used by other judicial branch entities (JBEs), state agencies, etc. when contracting for services procured under this solicitation. Each JBE, state agency, etc. will be responsible for negotiating their own participation agreement.

Bidders must choose one from the following:

- **Accept Sample Participation Agreement without exception-** Bidder accepts all of the terms and conditions listed in the sample participation agreement, including insurance requirements without exception,

OR

- **Propose exceptions/modifications** – If the Bidder proposes any exceptions/modifications, the Bidder must attach a list of any and all exceptions and provide rationale for the exception(s).

9.10. **Attachment I – “Bidder and DVBE Declaration”**

Bidders seeking the DVBE incentive must complete the Bidder Declaration and DVBE Declaration (Attachment I) with all materials specified.

9.10.1. **Bidder Declaration** – Each Bidder seeking the DVBE incentive must complete the Bidder Declaration. Only one (1) Bidder Declaration should be submitted for each proposal.

9.10.2. **DVBE Declaration** - Each DVBE business that will provide goods and/or services in connection with the contract must submit a DVBE Declaration with the proposal. This includes subcontractors. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.

9.11. Financials

Bidder must submit Financial and Bankruptcy and Litigation identification for the preceding three (3) years with its proposal.

10.0 EXHIBITS

Additional RFP Documents are posted to the Court website and are included as part of this RFP:

- 6.1. Exhibit 1 - Payee Data Record – Note: the awarded Contractor will be required to submit this prior to the contract start date
- 6.2. Exhibit 2 - Electronic Funds Transfer Authorization Form – Note: the awarded Contractor will be required to submit this prior to the contract start date

11.0 PROTEST PROCEDURES

The Court intends to be completely open and fair to all Contractors in making an Award that is the most advantageous to the Court within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.

11.1. Solicitation Specifications Protests

A solicitation specifications protest is a protest alleging that a Solicitation Document contains a technical, administrative, or cost specification or requirement that is defective. The specification or requirement may be defective because it is:

- Onerous, unfair, or illegal; or
- Imposes unnecessary constraints in proposing less costly or alternate solutions.

A Protester's failure to comply with the protest procedures may result in the Court's rejection of a solicitation specifications protest.

11.1.1. Deadline for Receipt of Protest

The deadline for the Court to receive a solicitation specifications protest is the applicable date specified in the Solicitation Document. If no date is specified in the Solicitation Document, the deadline for the Court to receive a solicitation specifications protest is the Bid Closing Time.

The Protester is solely responsible for ensuring that a solicitation specifications protest is received by the Court by the deadline. The failure of a Protester to submit a timely solicitation specifications protest constitutes a waiver of the Protester's right to protest the solicitation's specifications or requirements.

11.1.2. Required Information

A solicitation specifications protest must include the following information:

- Contact information of the Protester or its representative (this must include name, address, and telephone number, and should include email address and facsimile number);
- The title of the Solicitation Document to which the protest is related;
- The specific alleged deficiency in the solicitation's technical, administrative, or cost specifications or requirements;
- A detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- The specific ruling or relief requested.

A solicitation specifications protest lacking any of this information may be rejected by the protest hearing officer [Chief Financial Offer ("CFO")].

The CFO may issue a written determination regarding the solicitation specifications protest without requesting further information from the Protester. Therefore, the solicitation specifications protest must include all grounds for the protest and all evidence available at the time the protest is submitted. If the Protester later raises new grounds or evidence that was not included in the initial protest submittal but which could have been raised at that time, the Court shall not consider the new grounds or new evidence.

11.1.3. **Submission of the Protest**

The Protester must send the solicitation specifications protest to the individual identified in the solicitation document. The Protest must be in writing and sent by certified or registered mail or delivered personally to the address indicated in the solicitation. If the protest is hand-delivered, a receipt must be requested.

Note: The Protester bears the burden of proof to show that the Solicitation Document contains a defective technical, administrative, or cost specification or requirement.

11.1.4. **Written Determination**

The CFO must issue a written determination before the Court opens the Bids (or evaluates the Bids, if the Bids are not sealed). If required, the Court may extend the Bid Closing Time to allow for time to review the solicitation specifications protest.

If the CFO determines that the solicitation specifications protest has merit, the CFO must take appropriate remedial action. Such action may include:

Changing or clarifying the defective technical, administrative, or cost specification or requirement through an addendum to the Solicitation Document; or canceling the solicitation.

If an addendum to the Solicitation Document is issued and the addendum may require additional time for Protester to respond, the addendum should extend the Bid Closing Date by an appropriate amount of time (as determined by the CFO).

11.1.5. **Appeal**

The CFO's written determination is the final action by the Court unless the Protester submits an appeal to the protest appeals officer [Chief Executive Offer ("CEO")] within two (2) Court Days of the issuance of the CFO's written determination.

11.2. Award Protests

An award protest is a protest alleging that:

- The Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award; or
- The Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

Failure to comply with the protest procedures may result in the Court's rejection of an award protest. A person or entity who did not submit a Bid may not make an award protest. In no event will the Court consider a protest if the Court rejected all Bids or the solicitation was canceled for any reason.

11.2.1. Deadline for Receipt of Protest

For solicitations using a Bid or RFP, the Court must receive the award protest within **five (5)** court days after the Court issues the intent to award. The Protester will have **ten (10)** calendar days after the Court receives the protest to submit all information in Section 12.2.2 below to the Court.

The Protester is solely responsible for ensuring that an award protest is received by the Court by the applicable due date. In no event will the Court consider a protest after the contract has been awarded.

11.2.2. Required Information

An award protest must include the following information:

- Contact information of the Protester or its representative (this must include name, address, and telephone number, and should include email address and facsimile number);
- The title of the Solicitation Document to which the protest is related;
- The specific alleged error or irrational decision made by the Court;
- A detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- The specific ruling or relief requested.

If an award protest is missing any of this information (by the date the Protester is required to have all such information to the Court), the award protest may be rejected by the CFO.

The CFO may issue a written determination regarding the award protest without requesting further information from the Protester. Therefore, the award protest must include all grounds and all evidence available at the time the award protest is submitted. If the Protester later raises new grounds or evidence that was not included in the initial protest submittal but which could have been raised at that time, the Court shall not consider such new grounds or new evidence.

11.2.3. Submission of the Protest

The Protester must send the award protest (and any supporting documentation) to the individual identified in the Solicitation Document. The Protest must be in writing and sent by certified or registered mail or delivered personally to the address indicated in the solicitation. If the protest is hand-delivered, a receipt must be requested.

The Protester bears the burden of proof to show that (i) the Court has committed an error in the award process sufficiently material to justify invalidation of the proposed award, or (ii) the Court's decisions are lacking a rational basis and are, therefore, arbitrary and capricious.

11.2.4. Written Determination

The CFO must respond to an award protest with a written determination before the contract is awarded. The CFO should issue the written determination within 10 Court Days of the complete submission of the award protest, or notify the Protester that additional time will be required. The Court may extend the award date to allow for time to review the award protest.

If the CFO determines that the award protest has merit, the CFO must take appropriate remedial action. In determining the appropriate remedial action, the CFO should consider all circumstances surrounding the procurement, including:

- Seriousness of the procurement deficiency;
- Degree of prejudice to other Bidders;
- Impact on the integrity of the competitive procurement system;
- Good faith of the parties;
- Cost to the Court;
- Urgency of the procurement; and,
- Impact on the Court.

Remedial actions may include:

- Issuing a new solicitation;
- Re-competing the Agreement;
- Terminating the Agreement (e.g., if an Agreement was executed despite a pending appeal);
- Refraining from the exercise of options under the awarded Agreement; and,
- Awarding the Agreement consistent with law.

11.2.5. Appeal

The CFO's written determination is considered the final action by the Court unless the Protester submits an appeal to the protest appeals officer [Chief Executive Officer (CEO)] within 5 (five) calendar days of the issuance of the CFO's written determination.

The Court may, at its sole discretion, delay the Agreement award until the appeal is resolved or proceed with the award and execution of the Agreement.

11.2.6. Appeals Process

The Protester must send the appeal to the CEO in writing and sent by certified or registered mail or delivered personally to the address indicated in the solicitation. If the protest is hand-delivered, a receipt must be requested.

The basis for appeal is limited to: (1) facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or (2) the decision of the CFO was an error of law or regulation. Upon receipt of a request for appeal, the CEO or his/her designee will review the request and the decision of the CFO and shall issue a final determination. The decision of the CEO shall constitute the final action of the Court

Any appeal not received by the CEO by the applicable deadline for submission will be rejected by the Court. The Protester is solely responsible for ensuring that an appeal is received by the CEO by the applicable due date.

The appeal must include:

- Contact information of the Protester or its representative (this must include name, address, and telephone number, and should include email address and facsimile number);
- The title of the Solicitation Document to which the protest is related;
- A copy of the CFO's written determination;
- A detailed description of the specific legal and factual basis for the appeal and any supporting documentation; and,
- The specific ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

An appeal lacking any of this information may be rejected by the CEO. The appeal must include all information that the Protester wants the CEO to consider.

The Protester bears the burden of proof to show that the CFO's written determination is incorrect:

- In light of new information related to the protest that was not available at the time the protest was originally submitted; or,
- Because it is in error of law or regulation.

The CEO reviews the appeal and issues a written determination. Issues that could have been raised earlier are not to be considered on appeal. The written determination of the CEO constitutes the final determination of the Court regarding the protest.

If the CEO determines that the appeal has merit, the CEO will direct the CFO to take appropriate remedial action.

12.0 ADMINISTRATIVE RULES OF THE RFP

12.1. Amendment or Withdrawal of Bid/Proposal

12.1.1. A Contractor may withdraw or amend its Bid/Proposal prior to the Bid Proposal Due Date and Time. Contractor should notify the Bid Contact at Kmoncrief@occourts.org to withdraw or amend its Bid/Proposal.

12.1.2. Amendments or withdrawals offered in any other manner, than described above will not be considered. Bids/Proposals cannot be amended or withdrawn after the Bid/Proposal Due Date and Time.

12.2. Mistake in Bid/Proposal

12.2.1. If, after the Bid/Proposal Due Date and Time but prior to a contract award, a Contractor discovers a mistake in their Bid/Proposal that renders the Contractor unwilling to perform under any resulting contract, the Contractor must immediately notify the Buyer via e-mail or through the Court Online Procurement Website and request to withdraw the Bid/Proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Bid/Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

12.3. Error in Submitted Bids/Proposals

12.3.1. If an error is discovered in a Contractor's Bid/Proposal, the Court may at its sole option retain the Bid/Proposal and allow the Contractor to submit certain corrections. The Court may, at its sole option, allow the Contractor to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the Bid/Proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

12.3.2. If the Contractor's intent is clearly established based on review of the complete Bid/Proposal submitted, the Court may, at its sole option, allow the Contractor to correct an error based on that established intent.

12.3.3. The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

12.4. Knowledge of Requirements

12.4.1. The Contractor shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the Bid/Proposal. Failure to examine any document, drawing, specification, or instruction will be at the Contractor's sole risk.

12.4.2. Contractors shall be responsible for knowledge of all items and conditions contained in their Bids/Proposals and in this solicitation, including any Court issued clarifications, modifications, amendments, or addenda.

12.5. Independence of Bid/Proposal and Joint Bid/Proposals

12.5.1. Unless a Contractor is submitting a joint Bid/Proposal, the Contractor represents and warrants that by submitting its Bid/Proposal it did not conspire with any other Contractor to set prices in violation of anti-trust laws.

12.5.2. A Bid/Proposal submitted by two or more Contractors participating jointly in one Bid/Proposal may be submitted, but one Contractor must be identified as the prime Contractor and the other as the Subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint Subcontractors.

12.6. Covenant Against Gratuities

Contractor warrants by signing its Quote that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

13.0 PUBLIC ACCESS TO RECORDS AND CONFIDENTIAL OR PROPRIETARY INFORMATION

Effective January 1, 2010, Rule 10.500 of the California Rules of Court (<http://www.courts.ca.gov/rules.htm>) set forth comprehensive access provisions applicable to administrative records maintained by a trial court.

The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. Providing copies of records may be subject to payment of a fee by the requestor.

Please direct any requests for access to administrative records related to this Bid/RFP to:

Superior Court of California, County of Orange
Public Information Office
700 Civic Center Drive West
Santa Ana, CA 92701
Phone: (657) 622-5000
Fax: (714) 647-4849

13.1. Access to material and confidential or proprietary information

All materials submitted in response to a Bid/RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the Bid/Proposal. A copy of each Bid/Proposal will be retained for official files.

Please be aware that Bidder's response(s) to this Bid/RFP is considered a public record and will be made available to anyone who requests a copy.

If a Bid/Proposal contains particular material noted or marked by the Bidder as “Confidential” and/or “Proprietary” and if under Rule 10.500 such material would be exempt from public disclosure, then that information may not be made available to the public. However, if the Court considers that under Rule 10.500 such material is not exempt from public disclosure, the material may be made available to the public, regardless of the Bidder’s notation or markings.

If an entire Bid/Proposal contains a wholesale, blanket, or general marking by the Bidder as “Confidential” and/or “Proprietary,” under Rule 10.500 it is very unlikely that the entire Bid/Proposal would be exempt from public disclosure. If the Court considers that under Rule 10.500 such material is not exempt from public disclosure, the material may be made available to the public, regardless of the Bidder’s notation or markings.

If a Bidder is unsure if its confidential and/or proprietary material would fall within the disclosure exemption requirements of Rule 10.500, then it should not include such information in its Bid/Proposal because such information may be disclosed to the public.

END OF RFP DOCUMENT