



REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA,
COUNTY OF VENTURA***

REGARDING:

Digital Imaging, Data Entry and Data Processing

PROPOSALS DUE:

April 18, 2014, NO LATER THAN 3:00 P.M. PACIFIC TIME

1.0 DESCRIPTION OF GOODS AND/OR SERVICES

1.1 The Superior Court of California, County of Ventura (hereinafter referred to as The Court) seeks the services of a person or entity with expertise in digital imaging, data entry and data processing for Court documents (traffic citations), including transfer of the source documents to and from the Court. Total contract length shall not exceed (5) years consisting of an initial term of (3) years and with two (2) consecutive (1) year options for renewal, exercisable at the sole discretion of the Court, to meet the following requirements:

- Contractor shall provide digital imaging, data entry and data processing services for Court documents, including transfer of the source documents to and from the Court.
- Contactor will provide a monthly log that includes all pertinent information/detail of the daily charges (number of cites, etc)
- Contractor shall receive the Court documents and image them for use in a blind dual key data entry from image process to ensure 99.95% accuracy of the keystrokes entered. The images resulting from this process will be made available to the Court for use in their document management system by placing them on a secure FTP server in TIFF format.
- The data resulting from the data entry process shall be delivered per the Court's specifications. The Court has provided certain specifications for processing the data keyed from the citations. The Court has also provided data format specifications for delivery of the zipped, XML data. The Contractor shall complete development of the software required to meet these specifications within their operation. (Reference attached Exhibits)
- The Contractor shall successfully test the delivery of image and data files with the Court prior to the delivery of production data to that Court. The data resulting from this process will be made available to the Court for use in their case management system by placing them on a secure FTP server. A detailed process flow for the paper and data transfer process between the Court and the Contractor shall be developed and accepted by the Court prior to the delivery of production data.
- All data prepared, written, created, or developed pursuant to the specifications of the Court shall become the property of the Court and the Contractor has no interest in or claim to any of the data. The documents transferred by the Court to the Contractor pursuant to the terms of this contract are also the property of the Court and the Contractor has no interest in or claim to any of such documents. Further, Court owns all title, right, and interest in all documents transferred to the Contractor and all data prepared, written, created, or developed pursuant to the specifications in this contract including the right to reproduce or distribute said material.
- The Court will periodically provide the Contractor revised 'control tables' containing information on valid charge codes, officer badge numbers, etc. These control tables are incorporated into the internal software developed by the Contractor for data entry and verification. The Contactor shall load revised control table data into their internal software within 48 hours of receipt.
- Contractor agrees that it shall perform and provide the services requested in this agreement in its offices located in California. Contractor agrees that any services provided under the terms of this agreement shall not be performed outside of the United States.

- Contractor's services under this Agreement will be considered complete when the services are rendered and final deliverable submitted and accepted by Court.
- Turn-Around Time
 - Turn-around time from Contractor pick up at the court until availability of the data and image on the Contractor FTP site shall be no more than 48 hours.

<u>Pick up Day</u>	<u>Data To Be Available - 8 AM</u>
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday

- A Court holiday extends the time to the next Court day. The Court shall provide the vendor with a list of the Court Holiday Schedules for each year in the term of the contract. Only citations with fingerprints are returned to the court at the end of the month. Citations shall be returned to the court no more than 48 hours following processing by the Contractor. Contractor shall arrange a pick-up time between 2:00 p.m. and 3:00 p.m. each day. Vendor shall store all other citation types for three months before destroying them.
- Invoicing
 - An invoice for the Ventura Superior Court shall be generated at the beginning of each month for services performed during the previous month. Contractor shall submit one original invoice for payment for Services rendered under this agreement for approval by the Court to the following address:

Fiscal Services
Superior Court of California, County of Ventura
Box 6489
Ventura, CA 93004-6489

All invoices must include (i) the Contract No.; (ii) a unique invoice number; (iii) the Contractor's name and address; (iv) taxpayer identification number (Contractor's federal employer identification number; (v) what batches/date the invoices being submitted for along with a verification of the number of scanned documents. Invoices shall be in a format acceptable to the Court.

2.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	March 25, 2014
Deadline for questions (submit questions to: CITrfp@ventura.courts.ca.gov)	April 1, 2014
Questions and answers posted at (http://www.ventura.courts.ca.gov/vendors.html)	April 4, 2014
Latest date and time proposal may be submitted	April 18, 2014 3:00 PM Pacific Time
Anticipated interview dates (<i>estimate only</i>)	Tuesday, May 13, 2014
Evaluation of non-cost portion of proposals (<i>estimate only</i>)	May 13, 2014
Post results of evaluation of proposals (<i>estimate only</i>)	May 13, 2014
Notice of Intent to Award (<i>estimate only</i>)	June 5, 2014
Negotiations and execution of contract (<i>estimate only</i>)	June 30, 2014
Contract start date (<i>estimate only</i>)	June 30, 2014
Contract end date (<i>estimate only</i>)	June 29, 2019

3.0 RFP ATTACHMENTS/EXHIBITS

The following attachments are included as part of this RFP:

ATTACHMENT/EXHIBIT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions – Information Technology	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 5: Payment Provisions	Payment provisions governing this solicitation
Attachment 6: AOC definitions	Defined Terms – Information Technology
Attachment 7: Contractor Certification Clauses	Contractor Certification Clauses
Attachment 8: Postconsumer Content	Postconsumer-Content Certification all vendors must certify or annotate that it is not applicable per foot note 3 on the form
Attachment 9: Iran Contracting Act Certification	Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.

4.0 PAYMENT INFORMATION

- Progress or advance payments are not allowed under this solicitation.
- Travel and per diem expenses are not allowed under this solicitation.

5.0 SUBMISSIONS OF PROPOSALS

- 5.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 5.2 The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.

- a. The Proposer must submit **one (1) original and three (3) copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and three (3) copies** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- 5.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

USPS Registered/ Special Delivery (Fed-Ex, UPS or Hand Delivery)

Superior Court of California
County of Ventura
Attn: Jill Barrios
800. S. Victoria Avene
Ventura, CA 93009

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

6.0 PROPOSAL CONTENTS

- 6.1 Non-Cost Portion. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
 - b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
 - c. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
 - d. Acceptance of the Terms and Conditions.

- i. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
- e. Certifications, Attachments, and other requirements.
- i. Proposer must include the following certifications in its proposal:

Proposer certifies 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.
 - ii. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)
 - iii. If (i) Proposer is a corporation, limited liability company, or limited partnership, and (ii) the agreement resulting from this RFP will be performed in California, proof that Proposer is in good standing and qualified to conduct business in California.
 - vi. Proposer must complete the Iran Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal.

6.2 Cost Portion. The type of award contemplated herein is a Firm Fixed Price (FFP) contract. The following information must be included in the cost portion of the proposal.

IT Services:

- i. A detailed line item budget showing total cost.
- ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”

- iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

7.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

8.0 EVALUATION OF PROPOSALS

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post a notice of intent to award notice at <http://www.ventura.courts.ca.gov/vendors.html>

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	30
Experience on similar assignments	20
Cost	30
Acceptance of the Terms and Conditions	10
Ability to meet timing requirements to complete the project	10

9.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If

conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public 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 Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

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

11.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

14.0 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 Court to receive a solicitation specifications protest the proposal due date. Protests should be sent to:

Superior Court of California
County of Ventura
Finance and Planning – Tessie Bigornia, Director
Box 6489
Ventura, CA 93006-6489