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|  | REQUEST FOR PROPOSALS |
| ***JUDICIAL COUNCIL OF CALIFORNIA***  **Regarding:** *RFP Number – BAP-2016-01-PC*  *Title - Armored Car Pickup Service for the Superior Courts of California*  **PROPOSALS DUE DATE AND TIME:**  *April 20, 2016* no later than *3:00* p.m. Pacific time |

###### ARMORED CAR PICKUP SERVICE FOR THE SUPERIOR COURTS OF CALIFORNIA

###### RFP NUMBER BAP-2016-01-PC

###### LISTING OF DOCUMENTS

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1. **BACKGROUND INFORMATION**
   1. The Judicial Council of California (“Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. Council’s staff assists both the Council and its chair in performing their duties for the purpose of this Request for Proposal (“RFP”).
   2. The Superior Court system in California is comprised of fifty-eight trial (58) courts, one in each county, with one to fifty branches (1-50), located throughout the state. Trial courts provide a forum for resolution of criminal and civil cases under state and local laws. As used within this RFP, the term “trial court” is used synonymously with superior court.
   3. In order to gain economies of scale, to standardize terms and conditions for similar purchases throughout the judicial branch, and to standardize services and equipment being purchased, the Council staff solicits statewide master agreements for the benefit of the judicial branch entities.
   4. The Council staff, on behalf of the 58 Superior Courts of California, is requesting proposals from highly qualified vendors with expertise in providing secure pick up at trial court locations and drop off of bank deposits to designated banks and financial institutions throughout the State of California.
2. **DESCRIPTION OF SERVICES AND DELIVERABLES**
   1. Description of Services. The Council staff, on behalf of the 58 Superior Courts of California (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “Judicial Branch Entity” or “JBE”), is requesting proposals from highly qualified vendors with expertise in providing armored car service that will provide periodic secure pickup at trial court locations and drop off of bank deposits to designated banks and financial institutions throughout the State of California, as further described in Exhibit A, Scope of Work.
   2. Contract Term and Scope. The Council staff intends to award multiple Master Agreements (“Master Agreement”), for an initial two (2) year term and three (3) one-year options to renew to vendors that are able to supply the Judicial Branch Entities with the requested armored car services at various locations throughout California. Multiple contract awards will be required to ensure that service is available to all JBE locations. JBEs may elect, but are not required, to purchase services from any Master Agreement that results from this RFP.
   3. Process. Each JBE will have the right to place orders under any Master Agreement awarded as a result of this RFP. It is possible that more than one Master Agreement will be awarded in the more populated areas, as the intent of this RFP is to enter into Master Agreements to cover all or the majority of the JBE’s locations listed in Exhibit B, Potential Delivery Locations. JBE’s that elect to purchase services under a Master Agreement that has been awarded will submit a Request for Offer (RFO) to one or more vendors that are able to provide the service to the JBE’s specific locations. If a vendor receives a RFO, they will respond to the JBE within five (5) business days. The response must include pricing for each location and any cost for supplies. Pricing for locations listed in the Master Agreement cannot exceed the base rate and additional fees set forth in the Master Agreement awarded as a result of this RFP. The JBE will determine which response provides the best value and enter into a Participating Addendum as further described in Attachment 2, Master Agreement Terms and Conditions.
3. **TIMELINE FOR THIS RFP**

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

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued**:** | March 11, 2016 |
| Pre-proposal Conference Call | March 29, 2016  10:00 a.m. (PST) |
| Deadline for questions | April 8, 2016 at 5:00 p.m. |
| Questions and answers posted | April 12, 2016 |
| Latest date and time proposal may be submitted (“Proposal Due Date”) | April 20, 2016 no later than 3:00 p.m. |
| Anticipated interview dates, if required (*estimate only*) | Week of April 25, 2016 |
| Evaluation of proposals (*estimate only*) | May 2, 2016 |
| Notice of Intent to Award (*estimate only*) | May 6, 2016 |
| Negotiations and execution of contract (*estimate only*) | May 16, 2016 |
| Contract start date (*estimate only*) | July 1, 2016 |
| Contract end date (*estimate only*) | Initial two year term end date of June 30, 2018 |

1. **RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Exhibit A: *Scope of Work* | This document details the requested services. |
| Exhibit A-1: *Response to Scope of Work* | **This document must be completed and included in the submitted proposal.** A response to each item indicating that the Proposer agrees to the item or takes an exception is required. If an exception is taken, the Proposer can describe how they will best meet the requirement. |
| Exhibit B: *Superior Court List of Potential Pickup Locations* | **This document must be completed and included in the submitted proposal**. This Excel spreadsheet lists the potential pickup locations for each of the 58 Superior Courts of California. Proposer must indicate which locations are and are not in the Proposer’s service area. |
| Exhibit C: *Cost Proposal Template* | **This document must be completed and included in the submitted proposal**. For each location where service can be provided, Proposer must: (a) indicate if same day pickup and drop off can be provided or if the drop off will be next day delivery; (b) provide the per month Base Rate for each location to a delivery point within 5, 10, 15, and 20 mile radiuses with a delivery schedule of 1, 2 3, 4, and 5 times a week; (c) indicate if there are any additional costs, including any additional cost for unscheduled pickups which may be applied and provide a description of the cost; (d) provide a description of how future price increases will be minimized and capped and how both increases and decreases will be passed on to the JBEs if, after the initial contract term, the options to extend are elected; and (e) provide a description of the proposed process to implement price changes, including how the JBEs will be notified. |
| Attachment 1: *Administrative Rules Governing RFPs (Statewide RFP for Non-IT Services)*: | These rules govern this solicitation. |
| Attachment 2: *Master Agreement Terms and Conditions* | If selected, the person or entity submitting a proposal (referred to as the “Proposer” or the “Bidder”) must sign a standard form agreement containing terms and conditions substantially in the form of this sample agreement (the “Master Agreement Terms and Conditions”).  The following provisions within the Master Agreement Terms and Conditions are minimum contract terms and conditions (“Minimum Terms”): Appendix C (General Provisions), sections 1.3 (Background Checks), 2 (Contractor Certification Clauses), 3 (Insurance), 4 (Indemnity), 6 (Tax Delinquency), 8.2 (Termination for Cause), 8.3 (Termination for Changes in Budget or Law), 8.4 (Rights and Remedies), 9 (Assignment and Subcontracting), 11 (Provisions Applicable to Certain Agreements), 12.1 (Independent Contractor), 12.4 (Audit), and 12.5 (Licenses and Permits). |
| Attachment 3: *Proposer’s Acceptance of Master Agreement Terms and Conditions* | **This document must be completed and included in the submitted proposal**. On this form, the Proposer must indicate acceptance of the Master Agreement Terms and Conditions or identify exceptions to the Master Agreement Terms and Conditions.  **Note:** A material exception to a Minimum Term may render a proposal non-responsive. |
| Attachment 4: *General Certifications Form* | **This document must be completed and included in the submitted proposal**. The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: *Darfur Contracting Act Certification* | **This document must be completed and included in the submitted proposal**. The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 6: *Payee Data Record Form* | **This document must be completed and included in the submitted proposal**. This form contains information the Council staff requires in order to process payments and must be submitted with the proposal. |
| Attachment 7: *Bidder DVBE Declaration Form* | The Proposer must complete this form only if it wishes to claim the disabled veteran business enterprise incentive associated with this solicitation. |
| Attachment 8: *DVBE Declaration* | Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration. |

1. **PAYMENT INFORMATION**

Payment provisions are set forth in Appendix B (Payment Provisions) of Attachment 2, Master Agreement Terms and Conditions.

1. **Pre-proposal Conference CALL**
   1. Council staff will hold a pre-proposal conference call on **March 29, 2016 at 10:00 a.m. (PST)**. Interested Proposers must submit an email to [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) requesting the call in number and pass code no later than 3:00 p.m. (PST) on March 25, 2016. The email must include: 1) name of your company and 2) name and title of your designated representative attending the conference call. The RFP number must be included in the subject line of the email. A response will be sent by 6:00 p.m. (PST) on March 28, 2016 with the call in number and pass code. Attendance will be taken before the call begins.
   2. Although attendance at the pre-proposal conference is optional, Proposers are strongly encouraged to attend.
2. **SUBMISSIONS OF PROPOSALS**
   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.
   2. The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
      1. The Proposer must submit **two (2) original and an electronic version of the entire technical proposal, including Exhibit A-1, Responses to Scope of Work** on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope. The envelope should be marked “Technical Proposal”.
      2. The Proposer must submit **two (2) original of the cost proposal, including Exhibit C (Cost Proposal Template).** The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope. The envelope should be marked “Cost Proposal”.
   3. Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California

Attention: Nadine McFadden

RFP No. BAP-2016-01-PC

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102-3688

* 1. Late proposals will not be accepted.
  2. 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.

1. **PROPOSAL CONTENTS**
   1. Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
      1. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
      2. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
      3. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. Council staff may check references listed by the Proposer.
      4. Qualification and Experience.
2. Provide a description of the armored car vehicles that will be utilized, where they will be housed, and the security surrounding the armored car facility(s). In the event of breakdowns, delays, absenteeism, etc., delineate your back-up resources for both vehicles and armored car personnel.
3. Explain in detail the procedure of the armored car pickup from its arrival on the customer’s premises to its departure and the responsibility of the on-site agency personnel at pickup time.
4. State the optimum time spent on the customer’s premises at a typical pickup.
5. Submit a brief description of your company’s customer service operation, procedures, turnaround/response time, and staffing.
6. Describe your proposed transition plan if awarded a contract under this RFP.
7. Provide a summary of any problem(s) that you might anticipate in meeting the requirements of this RFP and possible solutions to these problems from your past experience.
   * 1. Exhibit A-1, Response to Scope of Work.
8. Provide a complete response to each item in Exhibit A-1, Response to Scope of Work.
9. If attachments are necessary, reference the attachment in your response to the item.
   * 1. Exhibit B - Potential Delivery Locations
10. Indicate which locations Proposer is able to provide the requested service by checking the location under the “In Service Area” heading and the locations where Proposer is unable to provide the requested service by checking the location under the “Out of Service Area” heading.
    * 1. Acceptance of the Master Agreement Terms and Conditions.

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

ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Master Agreement Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

**Note:** A material exception to a Minimum Term may render a proposal non-responsive. The Minimum Terms are identified in section 4.0 (see Attachment 2 description).

* + 1. Certifications, Attachments, and other requirements.

1. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
2. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
3. The Proposer must complete the Payee Data Record (Attachment 6) and submit the form with its proposal.
4. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
5. An audited profit and loss statement and balance sheet for the Proposer’s last three (3) fiscal years.
   1. Cost Proposal.
      1. Exhibit C, Cost Proposal Template, must be completed and submitted. If awarded a Master Agreement, the proposed rates will remain in effect for the initial two-year term for each location where the Proposer is able to provide the requested services.
      2. For each location where service can be provided, Proposer must: (a) indicate if same day pickup and drop off can be provided or if the drop off will be next day delivery; (b) provide the per month Base Rate for each location to a delivery point within 5, 10, 15, and 20 mile radiuses with a delivery schedule of 1, 2 3, 4, and 5 times a week; and (c) indicate if there are any additional costs, including any additional cost for unscheduled pickups which may be applied and provide a description of the cost.
      3. The monthly Base Rates must include all costs, except for itemized fees that have been included in the “Additional Fees” section of the Cost Proposal. Cost for supplies will be included in the monthly rate, unless itemized supplies and costs are included in the Additional Fees” section of the Cost Proposal.
      4. The cost proposal must describe how future price increase will be minimized and capped and how both increases and decreases will be passed on to the JBEs if, after the initial contract term, the options to extend are elected. The Proposer must explain the proposed process to implement price changes, and how the JBEs will be notified.
      5. If options to extend the Master Agreement are elected, the proposed price adjustment factors will be used during the option period(s) and the price adjustments will be set forth in a written amendment to the Master Agreement. Any agreed-upon price adjustment may not exceed during any one year option period the Consumer Price Index as published by the U.S. Bureau of Labor Statistics.
      6. It is expected that all Proposers responding to this RFP will offer their government or most favorable comparable rates.
6. **OFFER PERIOD**

A submitted 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 Council staff reserves the right to negotiate extensions to this period.

1. **EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

Council staff will evaluate the proposals to determine if the Proposer is financially stable and can meet the requirements of the RFP. Based on the evaluation criteria set forth below, Master Agreements will be awarded to the highest scoring Proposers that can provide service to the locations listed in Exhibit B, Superior Court List of Potential Pickup Locations. It is expected that multiple Master Agreements will awarded to cover all of the locations listed in Exhibit B.

If a Master Agreement or Master Agreements is awarded, the Council staff will post an intent to award at <http://www.courts.ca.gov/rfps.htm>.

| **CRITERION** | **maximum number of points** |
| --- | --- |
| Cost Proposal | 40 |
| Qualifications and Experience | 35 |
| Acceptance of the Terms and Conditions | 15 |
| Service Area | 7 |
| DVBE Incentive | 3 |

1. **INTERVIEWS AND NEGOTIATIONS**

Council staff may conduct interviews with Proposers to clarify aspects set forth in their proposals or to finalize the contract terms and conditions, including cost. Interviews and negotiations may be conducted in person or by phone. If conducted in person, interviews and negotiations will likely be held at the Judicial Council staff offices. Proposers will not be reimbursed for any costs incurred in traveling to or from the location. Council staff will notify eligible Proposers regarding interview or negotiation arrangements.

1. **CONFIDENTIAL OR PROPRIETARY INFORMATION**

**Proposals are subject to disclosure pursuant to applicable provisions of the California Public Contract Code and rule 10.500 of the California Rules of Court.** The Council staff will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Council’s right to disclose information in the proposal, or (b) requiring the Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

1. **DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**
   1. Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
   2. Eligibility for and application of the DVBE incentive is governed by the Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the Council’s staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in section 10 above.
   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, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
   4. If Proposer wishes to seek the DVBE incentive:

* Proposer must complete and submit with its proposal the Bidder DVBE Declaration (Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
* Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (Attachment 8). If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE**: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
  1. Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, Council staff may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
  2. If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE 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.

**FRAUDULENT MISREPREPRETATION 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.**

1. **PROTESTS**
   1. Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [*http://www.courts.ca.gov/documents/jbcl-manual.pdf*](http://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.
   2. Deadline to File. The deadline to submit a solicitation specifications protest is the Proposal Due Date. Protests must be sent to:

Judicial Council of California

Business Services

ATTN: Protest Hearing Officer

455 Golden Gate Avenue, Sixth Floor

San Francisco, CA 94102