

REQUEST FOR PROPOSALS (RFP)

OFFICE OF REAL ESTATE AND FACILITIES
MANAGEMENT

REVISION NO. 2
REVISED APRIL 11, 2017

**REGARDING: *WEB-BASED ENERGY
MANAGEMENT INFORMATION SYSTEM***

*IT SERVICES FOR A HOSTED, WEB-BASED ENERGY
MANAGEMENT INFORMATION SYSTEM (ENERGY
DASHBOARD) SOFTWARE APPLICATION THAT WILL
PROVIDE INFORMATION AND REPORTING ON
UTILITY USAGE/COST AT CALIFORNIA
COURTHOUSES*

RFP Number: REF-2016-06-RP

**PROPOSALS DUE: APRIL 19, 2017
NO LATER THAN 3:00 P.M. PACIFIC TIME**



JUDICIAL COUNCIL
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION
CAPITAL PROGRAM

RFP Title: *WEB-BASED ENERGY MANAGEMENT INFORMATION SYSTEM*

RFP Number: [REFM-2016-06-RP](#)

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1.0 BACKGROUND INFORMATION

1.1 PROJECT GOALS

The Judicial Council of California (“Judicial Council” and “JCC”) is requesting proposals to provide services for implementing and hosting a web-based Energy Management Information System (EMIS) application (“Application”) to assist the JCC with the analysis and reporting of utility data at California courthouses.

The JCC’s Office of Real Estate and Facilities Management’s (OREFM), the Environmental Compliance and Sustainability Unit (EC&S) is responsible for the maintenance and operation of over 350 courthouses throughout the State of California and will be the primary user of the EMIS, as well as local facility and administrative executives at courthouses throughout the state.

EC&S expects that the proposed solution will provide the following benefits:

- EC&S staff will be able to use the proposed solution to assist in making strategic decisions on when and how to invest energy efficiency and water conservation dollars, ensuring proper prioritization of sound, cost-effective projects.
- Courthouse/Facility staff will become more aware of utility usage via easy to access and understand information from the proposed solution, encouraging energy and water conservation.
- Courthouse/Facility staff will be more informed on facility utility costs via easy to access and understandable information from the proposed solution, thus encouraging conservation.
- EC&S staff will be able to track, analyze, and report utility costs and usage across the JCC real estate portfolio, as well as monitor the effectiveness of energy efficiency and water conservation projects.

As an outcome of this RFP, the Judicial Council intends to contract with the selected Proposer through a Standard Agreement for IT Services described in this RFP. The Judicial Council anticipates a Standard Agreement will be issued to **one** (1) Proposer under this RFP.

1.2 CURRENT REAL ESTATE / UTILITY SERVICE PROVIDER PORTFOLIO

The JCC’s real estate portfolio includes courthouse facilities (approximately 350) located in 58 counties throughout California.

A number of utility companies serve the courthouses, including:

- Approximately twenty-seven (27) electricity providers (over 450 accounts);
- Approximately six (6) gas providers (over 300 accounts); and
- Approximately ninety (90) water providers (over 400 accounts).

Please see **Attachment 13**: List of JCC Utility Providers for a complete list.

1.3 CURRENT PRACTICES

Currently, the Environmental Compliance and Sustainability Unit collects basic utility data, including cost and usage, in an Excel spreadsheet and combines this information with data from the JCC's Integrated Workplace Management System (IWMS) to make calculations such as utility cost per square foot or aggregate usage within one of three geographic regions. JCC is currently using a customized version of IBM's Tririga software as its IWMS. This manual process is difficult and time consuming, and requires manual distribution of the completed Excel spreadsheet to interested parties.

1.4 EXPECTED USER COMMUNITY

- Environmental Compliance and Sustainability Unit Staff (Super Users) [10 +/-]
 - EC&S Super Users shall have global access to all data within the Application, the ability to create ad hoc reports on the data, and to download these reports to a CSV file that can be opened in MS Excel.
- Executive and Facility Management Users at local courthouses [58]
 - Executive Management Users shall have access to data specific to their courthouse/region as their default view in the Application.
 - Executive Management Users do not need to be able to create ad hoc reports, but do need to be able to download data associated with their courthouse/region to a CSV file that can be opened with MS Excel.
- Administrators [2 +/-]
 - Administrators shall have global access to all data within the Application and have the ability to create/delete/modify all types of users.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 The Judicial Council is seeking to procure services from a person or firm for a web-accessible EMIS (Energy Dashboard) Application. This web-based Application is to provide analytics and reporting of utility usage/cost data for a variety of size , courthouse facilities throughout California. The solution shall be provided as a software-cloud-based-service ("Cloud Software as a Service" or "SaaS") via an end-user license subscription basis for an off-the-shelf product, with minimal customizations.

JCC is seeking pricing on two configuration scenarios/options:

- **Option 1:** Full integration with investor-owned and municipal utility providers that offer Electronic Data Interchange (EDI) for utility usage and cost information.
 - For utility providers that have EDI capability, the JCC is seeking a solution that shall allow utility cost and usage information to be directly imported into the solution from the utility providers' interfaces without manual intervention.
 - For the utility providers that do not provide EDI for utility data, the proposed solution shall allow the JCC to provide utility data in a CSV file format generated from our IWMS and the vendor shall be able to accept and parse it for the "missing" providers and buildings. The Application shall be able to parse the CSV file to identify utility providers whose data has not been provided via EDI and import only the utility cost/usage data associated with the utility providers and not overwrite data obtained directly via EDI.
 - Additionally, the Application shall provide the JCC the ability to enter utility usage/cost data on an ad hoc basis.
- **Option 2:** The proposed solution shall allow JCC to send all utility data via a spreadsheet (CSV) containing usage and cost data from the JCC's IWMS on a monthly basis to populate into the proposed solution for analysis and reporting.

RESPONSE TO OPTION(S)

For both Option 1 & 2 - the JCC shall require thirty-six (36) months of historic utility cost and usage (electric, gas, water) data be loaded into the proposed solution.

For Option 1 - If the Proposer is providing a solution via Option 1, and if the Proposer can obtain historical data from the utility providers (with the JCC's authorization), the JCC is requesting cost and usage information be imported directly from the utility providers. If the Proposers cannot obtain historical information from the utility providers, the JCC will provide in standard spreadsheet or text file formats (either for all utility providers used by the JCC, or for those from whom historical information is not available).

For Option 2 - If the Proposer is providing a response on Option 2, the JCC will provide a CSV file with thirty-six months of available data to be loaded into the Application.

The required details of services and performance conditions are described in the Scope of Work - [Attachment 9](#).

The Proposer is required to complete the Business/Functional/Technical Requirements Document in [Attachment 10](#), **or the proposal will be considered non-responsive.**

3.0 TIMELINE FOR THIS RFP – [REVISED]

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

Proposers are advised to check the RFP website on a regular basis for any updates to the RFP language or schedule.

EVENT	DATE
RFP issued	3/30/2017
Pre-proposal Tele-Conference	04/04/2017 10:00-11:00 AM Pacific Time
Deadline for questions (please use Attachment 13)	04/07/2017 No later than 3:00 PM (Pacific Time)
Questions and answers posted (<i>estimate only</i>)	4/11/2017
Latest date and time proposal may be submitted	4/19/2017 No later than 3:00 PM Pacific Time
Demonstration Evaluation / Anticipated Interview (live) (see <i>Section 11.0</i> for details – <i>estimate only</i>)	05/01/2017 Anticipated time: 30-45 minutes
Evaluation of proposals (<i>estimate only</i>)	05/01/2017 – 05/02/2017
Public Opening of cost portion of proposals (<i>estimate only</i>)	05/02/2017 3:30 PM Pacific Time
Notice of Intent to Award (<i>estimate only</i>)	05/03/2017
Negotiations of contract (<i>estimate only</i>)	05/03/2017 to 05/10/2017
Contract start month/year (<i>estimate only</i>)	05/2017

EVENT	DATE
Contract end month/year (<i>estimate only</i>)	<i>05/2020</i>

4.0 RFP ATTACHMENTS – [REVISED]

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services):	These rules govern this solicitation.
Attachment 2: JCC Standard Agreement	If selected, the person or entity submitting a proposal (the “Proposer”) must sign the JCC Standard Agreement (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: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form	This form contains information the JCC requires in order to process payments and must be submitted with the proposal.
Attachment 7: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Statement of Work	The Proposer must review and respond to the Statement of Work at the time of the bid submission and included in the bid response.
Attachment 10: Business/Functional/Technical Requirements	The Proposer must complete the Business/Functional/Technical Requirements Document at the time of the bid submission and included in the bid response.
Attachment 11: Cost Workbook	The Proposer must complete the Cost Proposal at the time of the bid submission and included in the bid response.
Attachment 12: Sample CSV Data File	This information is provided to the Proposer as a courtesy, and to assist the Proposer in determining the level of effort associated with the implementation of the Application.
Attachment 13: List of JCC Utility Providers	This information is provided to the Proposer as a courtesy, and to assist the Proposer in determining

	the level of effort associated with the implementation of the Application.
Attachment 14: Submittal of Questions Form	Complete this form if Proposer wishes to submit questions regarding this RFP.
Attachment 15: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification form.

5.0 PRICING INFORMATION

- 5.1 Proposers shall provide a Firm Fixed Price in the format provided in **Attachment 11**, “Cost Workbook.” Prices provided in any format or according to any structure that differs in any respect from the requested format provided in **Attachment 11** will disqualify your Proposal from consideration for an award.
- 5.2 The Agreement will have an initial term of three (3) years, with two (2) one-year options to extend.
- i. All prices quoted must be firm and fixed over the expected (initial) term and option term, if exercised, of the Agreement (thirty-six (36) months or five years).
- 5.3 The cost proposal should also include the following in the Firm Fixed Price to the extent applicable for the services referenced in this RFP:
- a. Initiation/Installation Fee: If there are separate fees for initiation or installation of the Application, quote a one-time, fixed price for the initiation or installation. Payment of the Initiation/Installation Fee shall take place after the Application is in full live use and the JCC has provided a written confirmation that the work is acceptable and complete.
 - b. Implementation Fee: If the Proposer’s Application requires customization to meet the Judicial Council’s Application Requirements, quote a one-time, fixed price for providing the customization needed. Additionally, the Implementation Fee shall include the cost of loading the thirty-six (36) months of historical usage/cost data. Payment of the Implementation Fee shall take place after all JCC information (buildings, providers, accounts), historical data (thirty-six (36) months of historical usage) have been completed, and the JCC has provided a written confirmation that the work is acceptable and complete.
 - c. Travel Expenses: Proposer shall provide a one-time estimate of any travel expenses associated with the kick-off meeting and training at the JCC’s Sacramento facility. The cost of remote implementation/training/support (WebEx, etc.) shall be paid by the Proposer.

Travel expenses are reimbursable at the sole discretion of the Judicial Council, and in accordance with the Standard Agreement and the Judicial Council's Travel Expense Policy. All Travel Expenses are subject to written approval by the Judicial Council. **Please note:** the Judicial Council **does not** reimburse labor costs or time related to travel.

- d. **Other Expenses:** The Judicial Council will not reimburse non-travel expenses.
- e. **Monthly Service Fee:** The Judicial Council requests that servicing of the web-hosted Application be provided in the form of an on-going monthly service fee. This fee can be based on the number of users, the number of utility account/meters, modules in use, or a combination thereof. Payment of the Monthly Service Fee shall be in arrears, Net 45 days.
- f. In the event that the Application fails to meet an availability of 99.9% in any calendar month, the Judicial Council will be entitled to a service credit equal to five percent (5%) of the monthly service fee for each 30 minutes of unavailability below 100% in that month. All daily service credits accrued during a month will be aggregated to produce a total credit due for that month.

6.0 PRE-PROPOSAL TELECONFERENCE

The JCC **will hold** a pre-proposal teleconference on the date identified in the Timeline of this RFP, as referenced above.

The pre-proposal teleconference will be held as follows:

Date and Time: April 4, 2017 at **10:00-11:00** AM (Pacific Time)
Call-in Number: 1-877-820-7831
Participant Code: 326556

Attendance at the pre-proposal conference is **optional**. Proposers are strongly encouraged to attend.

7.0 SUBMISSIONS OF PROPOSALS

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

- a. The Proposer must submit **one (1) original** of the non-cost portion of the proposal:
 - i. The original must be signed by an authorized representative of the Proposer;
 - ii. The original non-cost portion of the proposal must be submitted to the JCC in a single sealed envelope, separate from the cost portion.
 - iii. The Proposer must write the **name of Proposer, RFP title and RFP number** on the outside of the sealed envelope.

- b. The Proposer must submit **one (1) original** of the cost portion of the proposal:
 - i. An authorized representative of the Proposer must sign the original.
 - ii. The original cost portion of the proposal (and any copies if required) must be submitted to the JCC in a single sealed envelope, separate from the non-cost portion.
 - iii. The Proposer must write the **name of Proposer, RFP title and RFP number** on the outside of the sealed envelope.

- c. The Proposer shall submit **one (1)** set of the electronic versions of the proposal on one (1) **USB memory stick/flash drive**, per the following:
 - The non-cost portion of the proposal shall be in Microsoft Word.
 - The cost portion shall be in Microsoft Excel.

Additionally, Proposers shall provide a PDF that combines both the Cost and Non-Cost portions of the submissions in a single file.

File names shall be in this format:

VendorName-Cost.XLSX
VendorName-Non-Cost.DOCX
VendorName-Non-Cost.PDF

PURPOSERS ARE STRONGLY ENCOURAGED to place the sealed non-cost portion envelope, the sealed cost portion envelope and the USB drive in a single shipping envelope to cut down on shipping costs.

- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California
Attn: Robin Parker, **REFM-2016-06-RP**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

7.4 **Late proposals will not be accepted.**

7.5 Only written proposals with supporting electronic format 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.

7.6 Questions. Interested parties may submit a request for clarifications, modifications or questions to the Judicial Council using the format provided in Attachment 14. Requests shall be submitted via e-mail to CapitalProgramSolicitations@jud.ca.gov no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.

TELEPHONE CALLS WILL NOT BE ACCEPTED.

8.0 PROPOSAL CONTENTS

8.1 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.

- i. The Proposer's name, address, telephone and fax numbers, and federal tax identification number.
- ii. 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.
- iii. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- iv. Names, addresses, telephone numbers and email addresses of five clients for whom the Proposer has implemented the Goods and Services referenced in this RFP with a similar size of data set and users. The JCC may check references listed by the Proposer. Please include updated contact information for references.
- v. Proposed method to complete the work and services referenced in this RFP.

8.2 Acceptance of the Terms and Conditions.

- i. The Proposer must check the appropriate box and sign the Acceptance of Terms and Conditions attachment referenced in Section 4 of this RFP.

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 (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

8.3 Certifications, Attachments, and other requirements.

- i. The Proposer must complete the below referenced certifications/attachments and submit the completed certifications/attachments with its proposal:
 - a. The Payee Date Record Form
 - b. General Certifications Form
 - c. Darfur Contracting Act Certification
 - d. Iran Contracting Act Certification
 - e. Unruh and FEHA Certification
- ii. 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.
- iii. Copies of the Proposer’s (and any subcontractors’) seller’s permit to the extent applicable for the goods and services referenced in this RFP, business licenses, professional certifications, or other credentials.

8.4 Cost Portion. The following information must be included in the cost portion of the proposal.

IT Services:

- i. A detailed line item budget showing total implementation, initiation/installation fee, and the on-going monthly cost of the proposed Application by the billing unit (number of

meters, accounts, users, user types, etc.) used by the Proposer.

- ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- iii. All rates and prices in the Firm Fixed Price must be fully burdened and inclusive of all costs, benefits, expenses, fees, monthly service fees for hosting the web-based Application, overhead, and profits payable for services listed in this RFP.

The public opening of the Cost Portion of the proposal will be held at the Judicial Council's office in San Francisco, on the 6th floor at **3:30 PM, Pacific Time, on May 2nd, 2017.**

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

9.0 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 JCC reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

The JCC 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 JCC will post an Intent to Award notice on this RFP's website.

CRITERION	MAXIMUM NUMBER OF POINTS
Experience on similar projects and Qualifications	15
Cost Proposal based on total Firm Fixed Price	50
Acceptance of Terms and Conditions	20
Quality of work/services plan submitted <i>(technical, functionality, ability to meet response times and approach to implementing system)</i>	15

11.0 DEMONSTRATIONS

The JCC may conduct or request demonstrations with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the scoring.

For the Proposer(s) who will be invited to provide demonstrations; the Proposer(s) are requested to, but not required to, build an EMIS utility data dashboard using the data provided in **Attachment 12, "Sample CSV Data File"** to demonstrate the functionality required by this RFP during the demonstration process.

The demonstrations of the products may be conducted in person, via web conferencing software or by phone. If conducted in person, demonstrations will likely be held at the JCC's Sacramento office. The JCC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JCC will notify eligible Proposers regarding interview arrangements and information on location.

Demonstration dates referenced in this RFP are estimates only and are subject to change.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JCC 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 proposal information will be disclosed in response to any 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 JCC's right to disclose information in the proposal, or (b) requiring the JCC 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.

13.0 CONTRACT TERMS

- 13.1 Proposers selected under this RFP will be retained by the Judicial Council through the Judicial Council's Standard Agreement ("Standard Agreement"). A typical sample of the Judicial Council's Standard Agreement is included as an attachment to this RFP.

- 13.2 The Judicial Council reserves the right to modify or update the Standard Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through negotiation of the agreement with the Proposer. By submitting for this RFP, the prospective Proposer and their key Subcontractors acknowledge that a) the project team will provide the services required in the Standard Agreement, and b) it has no objection to the Standard Agreement.
- 13.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the Judicial Council and selected Proposers within 30 calendar days of notification of selection, the Judicial Council reserves the right to terminate negotiations with that Proposer and attempt to reach a satisfactory contractual agreement with another qualified Proposer.
- 13.4 No person, firm, or subsidiary who has been awarded a Standard Agreement for consulting services under this RFP may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this RFP.
- 13.5 The Judicial Council cannot guarantee the amount or duration of the awarded work.
- 13.6 The Judicial Council reserves the right to reject any of the Proposer's Subcontractors and ask that a different Proposer and/or Subcontractor be submitted for consideration. Upon selection of the Proposer, the Judicial Council reserves the right to approve the selection of other Subcontractors not requested in this RFP.
- 13.7 Provision of Services and Work. Services and work, including additions to scope of services, schedule, key personnel, and Subcontractors, shall be provided under the Terms and Conditions of the Standard Agreement, and as funding becomes available. Any changes or modifications to the Standard Agreement, or scope of services, schedule or term, key personnel, and Subcontractors, shall require an amendment at the sole discretion of the Judicial Council.
- 13.8 Term of Contract: The term of the contract to be awarded as a result of this RFP is anticipated to be thirty-six (36) months with two (2) one-year options to extend ("Option to Extend").
- 13.9 Compensation. The method of compensation will according terms of the Standard Agreement executed by the parties.
- 13.10 Prevailing Wages. To the extent the Standard Agreement pertains to public works projects, Proposer(s) and/or Subcontractor(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the

Internet at: <<http://www.dir.ca.gov>>. All Proposer(s) and Subcontractor(s) shall comply with the requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

13.11 **INSURANCE.** Vendor(s) will be required to provide proof of insurance coverage applicable to the services and work described in this RFP. Vendor(s) shall provide and maintain at the Judicial Council's discretion and Vendor(s) expense policy limits and insurance requirements as specified in the Standard Agreement.

13.12 **BACKGROUND CHECKS.** Vendor(s) and their employees and/or subcontractors may be required to complete and pass a background check and be issued a badge to work in and around State or County premises. Badges are to be visible when working on site.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The JCC has waived the DVBE incentive in this solicitation.

15.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the JCC's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the JCC's sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal.

If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Proposer must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition,

the JCC may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

16.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a 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 JCC to receive a solicitation specifications protest is **May 10, 2017, no later than 3:00 PM**. Protests must be sent to:

Judicial Council of California
Attn: Robin Parker, **REFM-2016-06-RP**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102