

REQUEST FOR PROPOSALS

REGARDING:
RFP-FS-2020-06-DF

VIDEO SURVEILLANCE, ACCESS CONTROL, DETENTION CONTROL PROGRAMMABLE LOGIC CONTROLLER (PLC) SYSTEMS AND MAINTENANCE SERVICES

PROPOSALS DUE:

May 10, 2021, NO LATER THAN 3:00 PM PACIFIC TIME



JUDICIAL COUNCIL
OF CALIFORNIA



JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102-3688

Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR PROPOSALS

Date	Action Requested
April 12, 2021	Send Proposals to:
To	Judicial Council of California, BAP
Qualifying Firms	Attn: Sheryl Berry
From	455 Golden Gate Avenue, 6 th Floor
Judicial Council of California, Facilities Services	San Francisco, CA 94102
Subject	Deadline
RFP number: RFP-FS-2020-06-DF	May 10, 2021 by 3:00 PM Pacific Time
Video Surveillance, Access Control, Detention	Contact
Control PLC Systems and Maintenance Services	solicitations@jud.ca.gov

TABLE OF CONTENTS

1. BACKGROUND INFORMATION
2. PURPOSE OF THIS RFP
3. DESCRIPTION OF GOODS AND SERVICES
4. TIMELINE FOR THIS RFP
5. RFP ATTACHMENTS
6. RESPONDING TO THIS RFP
7. PROPOSAL CONTENTS
8. OFFER PERIOD
9. EVALUATION OF PROPOSALS
10. INTERVIEWS
11. CONFIDENTIAL OR PROPRIETARY INFORMATION
12. SMALL BUSINESS PREFERENCE
13. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE
14. PROTESTS
15. CONTRACT TERMS AND ADMINISTRATIVE REQUIREMENTS

1. BACKGROUND INFORMATION

- 1.1 The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“Judicial Council”) is the staff agency of the Judicial Council. The Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, and real estate and asset management of facilities for the court system of California.
- 1.2 Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for most superior court facilities in California has shifted from the counties to the state. Many of these approximately 500 existing facilities require repairs or modifications, and approximately 600 facility modifications are completed per year.
- 1.3 The Superior Court system in California comprises fifty-eight (58) trial courts, one in each county. 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 or Court.
- 1.4 This RFP is being issued by the Judicial Council, on behalf of itself, the Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center and the fifty-eight (58) Superior Courts of California (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “JBE” or “trial court.”).

2. PURPOSE OF THIS RFP

- 2.1 **Contractors.** The Judicial Council seeks proposals from highly qualified Contractors with expertise in two primary areas. First, to design, install, integrate and maintain new video surveillance systems, access control systems, and detention control Programmable Logic Controller (PLC) systems on a statewide or regional basis. Second, to repair, refresh, replace or expand existing video, access and/or detention control PLC systems that currently exist within JBE’s facilities. Every proposer does not need to provide each service. Proposers should indicate in their response which services they are proposing to provide. Bidding Firms for the purpose of this RFP will be referred to as “Contractors.” Contractors will be evaluated and selected to provide services throughout the State.
- 2.2 The Judicial Council anticipates awarding one and up to four (4) Leveraged Procurement Agreement (LPAs, also referred to as “Master Agreements”) for an initial three (3)-year term with options for up to two (2) consecutive one (1)-year terms to proposer or proposers (hereafter “Proposer or Proposers”) that are able to supply the JBEs with access systems, video surveillance systems, detention control PLC systems, and maintenance and repair services for each Master Agreement. Each of the two option terms may be exercised at the Judicial

Council's sole discretion. Any resulting contract is estimated to be effective from August 16, 2021 through August 15, 2024.

- 2.2.1 Posted with this RFP is the Judicial Council's form of Master Agreement, including the indemnification provision that the Judicial Council will include in that agreement. In accordance with the Judicial Council's Administrative Rules Governing this RFP, attached hereto and incorporated herein as Attachment A, please indicate in Contractor's Proposal if it has any comments or objections to the form of agreement; **PLEASE NOTE**: the Judicial Council does not intend to consider any substantive changes to the form of agreement. See Attachment C, Acceptance of Terms and Conditions, for further information and direction.
- 2.3 JBEs may elect, but are not required, to purchase goods and services under any Master Agreement that may be awarded as a result of this RFP. JBEs that elect to purchase goods and services under a Master Agreement that has been awarded will enter into a Participating Addendum, substantially in the form of the sample Participating Addendum provided in Exhibit 11 to Attachment B (Standard Terms and Conditions), with the selected Contractor. Even for a JBE that enters into a Participating Addendum, that JBE will be under no obligation to purchase any minimum quantity of goods and services under said Master Agreement.
- 2.4 **Subsequent Project Proposals.** Contractors may be asked to provide proposals on some Projects ("Project Proposal(s)") but may not be asked to provide Project Proposals on other Projects or none at all. The Judicial Council, at its sole discretion, may choose to issue Work in a round-robin rotation assigning Projects according to each Contractor's qualifications with the intent to issue Projects equally based on prior Project performance. In some cases, more than one Contractor will be asked to provide Project Proposals for the same Project. Selection of a Contractor for a specific Project is at the sole discretion of the Judicial Council. The Judicial Council will make efforts to award a fair share of the work to each of the Contractors based on their Project Proposals, specific expertise, knowledge of and involvement with specific systems and/or facilities, prior performance on this contract, and those other factors that the Judicial Council may deem pertinent for the work.
- 2.5 **Contractor Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Contractor's performance for quality assurance, safety, duration of the Project, Judicial Council satisfaction, and other relevant factors. The Judicial Council, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Contractors who do not meet minimum performance benchmarks specified in their Business Performance Review.
- 2.6 **Sole Means.** This RFP is the sole means for prospective Contractors to submit their qualifications to the Judicial Council for the ID/IQ services for CCTV related projects, as described within this RFP.

3. DESCRIPTION OF GOODS AND SERVICES

3.1 **Description of Goods and Services.** The Judicial Council seeks the following goods and services:

- 3.1.1 Video Surveillance Systems
- 3.1.2 Access Control Systems
- 3.1.3 Detention Control PLC Systems
- 3.1.4 Onsite Maintenance Services
- 3.1.5 Installation
- 3.1.6 Training
- 3.1.7 Maintenance & Repairs
- 3.1.8 System Design/Engineering and Project Management

3.2 **Specifications for Video Surveillance Systems, Access Systems, and Maintenance Services.** All maintenance and time and material service requests ordered under a Leveraged Procurement Agreement will apply to existing access and camera and detention control PLC systems installed in JBE facilities regardless of make and age as well as newly installed systems:

3.2.1 **General Requirements for Video Surveillance Systems.** Video Surveillance System listed with GSA. Equipment may include, but is not limited to, the following:

- A. Hybrid/Analog - Closed-circuit Television Cameras (“CCTV”) (Pelco Digital Sentry System or equivalent manufacturer with product capable of accommodating both analog and IP cameras)
 - a. Fixed interior color camera with lens.
 - b. Pan, tilt, zoom interior color camera with lens.
 - c. Fixed multi-view/panoramic interior and exterior color camera (180, 270, 360 deg. view).
 - d. Fixed exterior color cameras with lens.
 - e. Pan, tilt, zoom exterior color camera with lens.
 - f. Encoders for analog cameras.
 - g. Console station with desktop and mounts for appropriate number of various size monitor Network Video Recorder (NVR) with 280 mbps bandwidth, support for up to 128 IP streams and up to 64 analog cameras at D1 resolution and full frame rate. Configurations with the ability to retain seven (30) days of recorded video at each site, Networkable / CD-RW/DVD-RW/Motion Detection.
 - h. All materials, including but not limited to building code compliant, riser/plenum rated conduit, wiring, coax, and connectors for a fully functioning CCTV system.

- i. Lux requirements: 0.1 lux (color mode); 0.003 lux (sensitivity up x32); 0.1 lux (B/W mode); 0.003 lux (sensitivity up x32).
- B. Digital IP (Pelco VideoXpert series or equivalent VMS manufacturer, recorders and associated hardware) Peripherals
- a. External weather-proof camera housing and mounting suitable for protecting this equipment from all weather conditions found at any JBE facility. Such weather conditions include, but are not limited to, extreme hot and cold temperatures and snow and rain, housing should be vandal resistant, and detention grade housings for detention areas.
 - b. Interior camera domes are standard but JBE may include cameras for video analytics and other specific design criteria.
 - c. Training necessary to familiarize JBE employees with equipment operations.
- 3.2.2 **General Requirements for Access Control Systems.** Proximity card reader systems listed with the GSA may include, but is not limited to, the following:
- a. Proximity card readers with modern styling, as flush to wall as possible for internal applications.
 - b. External long distance (6 foot) readers should be available.
 - c. Self-illuminated readers.
 - d. Weatherproof, tamper proof readers and dual use (Card and Pin Number) for external and an internal version.
 - e. Vandal resistant metal keypads.
 - f. Vandal resistant proximity reader.
 - g. System capacity for 200, 400, 600, and 800 proximity cards.
 - h. Stand-alone computer, monitor, and power supply, with operating system necessary to assign access levels, authenticate and delete cards/users, run reports, and overall administration of the proximity card system.
 - i. The operating system should allow for automatic and effortless back-ups.
 - j. The operating system should have an intuitive user interface.
 - k. Single workstation able to operate up to 110 doors, with the ability to increase to multiple workstations if necessary.
 - l. A minimum of three security software user-levels.
 - m. System should be pre-programmed to integrate with external alarm panels, CCTV system, and door locking management tools if necessary.
 - n. Exit door panic alarm hardware.
 - o. Door controllers and striker locks.
 - p. Ability to add exit control buttons and exit door detection devices.

- q. All materials, including but not limited to low voltage wiring, computer programming and electrical work, necessary for a fully functioning access system.
- r. Installation should include any paint and trim replacement as required.
- s. Installations may require the replacement of doors and other trim as required.
- t. Set-up and installation of a fully functioning system.
- u. Training for JBE personnel on operating and maintaining the system.
- v. Onsite service agreement on parts and installation for an initial one year from date of acceptance, with options for four (4) one-year terms for all items installed. Initial Onsite service should start following a 90-day stabilization period for newly installed systems. A time and materials service option shall also be available.
- w. Wireless access control locks and readers.

3.2.3 Detention Control PLC Systems. At this time, the detention control PLC systems services being sought in this RFP are for the repair and maintenance of existing systems. Contractors should detail experience with maintaining and repairing various industry standard detention control systems and include a list of proposed subcontractors to be utilized for any of these services.

3.2.4 Onsite Maintenance Services. Contractors must offer the following onsite maintenance services:

- a. Maintenance contract for a minimum of four (4) one-year periods after expiration of initial one-year warranty period.
- b. Time and materials service and repair option.
- c. Ability to begin performing any maintenance work at any JBE facility or at multiple facilities in an identified region simultaneously within three (3) days or less, depending on severity of issue, of receiving a service request.
- d. Maintenance and repair of all systems Contractor has indicated they can service regardless of whether the existing system was initially purchased or installed by the Contractor.
- e. Contractors indicating the ability to service access control systems must have staff that is DSX certified, due to the number of DSX systems currently installed.

3.2.5 Installation.

- a. All products ordered under any resulting Leveraged Procurement Agreement from this RFP shall be completely installed and tested for functionality by the Contractor. The Contractor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products.
- b. The Contractor shall be responsible to transport all ordered products to the JBE's facility prior to installation. The JBE will not be responsible for risk of

loss for any materials delivered to its facility prior to the Contractor completing installation of the product.

- c. The installation shall be carried out by installers with the necessary training and experience. Installers shall have the appropriate tools and test equipment necessary to install the system correctly. Where measuring equipment is used, the equipment must be of a standard necessary to provide the required precision and accuracy to install and test the system.
- d. Prior to commencing work all relevant health and safety requirements shall be considered. These will vary with the nature of the premises and may involve special installation equipment when working in hazardous areas.
- e. Electrical installation methods shall comply with current national and site regulations and the electrical installation shall be carried out by technicians who are qualified to the appropriate level.
- f. Contractor is responsible for system integration and software validation. In engineering, system integration is the bringing together of the component subsystems into one system and ensuring that the subsystems function together as a system. In information technology, systems integration is the process of linking together different computing systems and software applications physically or functionally, to act as a coordinated whole. The system integrator brings together discrete systems utilizing a variety of techniques such as computer networking, enterprise application integration, business process management or manual programming.

3.2.6 **Maintenance and Repairs.** The Contractor's service response process shall ensure that all maintenance and repairs requested by a JBE are responded to via telephone within two (2) business hours of receiving the request to determine the urgency of the issue and resolution and determine the need for technical onsite visits, if any. Based on that communication, the Contractor shall be able to schedule technical onsite visits within three (3) business days or less, unless otherwise agreed to by the JBE.

3.2.7 **System Design/Engineering and Project Management.** The objectives of the system design and engineering process are to determine the extent of the systems requested. The Contractor shall be able to provide design, engineering, and project management services when requested including selecting the appropriate equipment and preparing a system design proposal.

3.2.8 **Customer Service.** The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:

- a. Customer service organizational structure.
- b. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
- c. Follow up process.
- d. Internal procedures to track customer service contact and resolution.

e. Escalation process to resolve outstanding customer service issues.

- 3.3 **Software Licenses and Software Tools.** All copies of software licenses and software tools must remain with JBE receiving any related goods or services from the Contractor. System should be complete without further charges for license agreements beyond initial purchase, or ongoing license requirements/renewals and associated costs clearly identified and agreed to prior to ordering of materials.
- 3.4 **Certifications and Verifications.** All products offered for sale by the Contractor to the JBEs under any resulting Leveraged Procurement Agreement resulting from this RFP must be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building codes, as well as California fire and safety codes.
- 3.5 **Guarantee.** All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and Contractor shall warrant the equipment against defects in installation, materials, and workmanship.

4. Use of Leveraged Procurement Agreement.

- 4.1 Contractor will establish a customer account with the Judicial Council for placing orders on behalf of any JBE and an individual account for any JBE that elects to request services directly from the Contractor under any Leveraged Procurement Agreement that results from this RFP.
- 4.2 Each JBE shall have the right to requests goods or services under any Leveraged Procurement Agreement that results from this RFP. A JBE may request goods or services by entering into a Participating Addendum with Contractor in the form attached as Exhibit 11 to Attachment B ("Participating Addendum"). Pricing for goods and services shall be in accordance with the prices and fees set forth in any executed Leveraged Procurement Agreement, and pricing in any Participating Addendum for the applicable Work (as set forth in the Scope of Work) may not exceed the prices and fees set forth in the Leveraged Procurement Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide goods and services for each JBE in accordance with the terms of the Leveraged Procurement Agreement and the applicable Participating Addendum.
- 4.3 Each Participating Addendum will constitute and will be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and any Leveraged Procurement Agreement that results from this RFP shall take precedence over any terms and conditions included on a Scope of Work, purchase order document, service work order document, Contractor's invoice, or similar document. Any term in a Participating Addendum (including a Participating Entity's

Scope of Work) that conflicts with or alters any term of the Master Agreement or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and that Participating Entity.

4.4 Requests for Quotes for Goods and Services.

4.4.1 Requests for quotes for goods and services under any Master Agreement will be made by the Judicial Council and JBEs through the issuance of a Scope of Work, which may include all or a subset of the goods and services set forth in the Leveraged Procurement Agreement. The Scope of Work shall not include any goods and services that were not set forth and previously priced in the Leveraged Procurement Agreement. The Scope of Work will reference the specific Leveraged Procurement Agreement number and will list and describe all of the requested goods and services from the list of available goods and services offered under the Leveraged Procurement Agreement. The terms and conditions of the Leveraged Procurement Agreement shall take precedence over the terms and conditions of any Scope of Work, contract, or terms and conditions included on an invoice or like document.

4.4.2 Contractor will provide the Judicial Council with the total cost and lead time required for the product(s) and services requested via the issuance of Scope of Work by the JBE, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products, installation, and sales tax. Contractor will coordinate the installation dates with the Judicial Council prior to finalizing the Scope of Work.

4.4.3 Contractor is required to maintain a staffed number for ordering, inquiries, and customer service, including requests for maintenance service.

4.5 Authorizing Goods and Services.

4.5.1 The Establishing JBE under a Master Agreement or the JBE under a Participating Addendum may at its option place orders to authorize the JBE Work using a Purchase Order or Service Work Order (“SWO”) subject to the following: such Purchase Order or SWO is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Purchase Order or SWO that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Agreement, will not be deemed part of the contract between Contractor and that JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such Purchase Orders or SWOs.

4.5.2 The Establishing JBE under a Master Agreement will place orders to authorize JCC Work via a Purchase Order or Service Work Order, described in the Judicial Council Service Work Order Authorization Process, added as Appendix A to Attachment B. Appendix A to Attachment B is intended for authorization, spending of funds, and utilization by the Judicial Council only and does not modify any Participating Entity’s Participating Addendum or ordering process.

- 4.5.3 The JBE under a Participating Addendum will place orders and authorize Work directly from the Contractor utilizing the ordering process identified in that Participating Entity’s Participating Addendum.
- 4.5.4 Contractor will provide the Judicial Council with an immediate acknowledgement of the order. The acknowledgement will be submitted by email, regardless of what method is used to issue the Scope of Work, Purchase Order or Service Work Order, and will include: the products and services requested, installation dates, and contact information. If a JBE is placing orders or authorizing Work directly from the Contractor, the Contractor will provide the same information to the JBE.
- 4.6 **Rejection of Goods or Acceptance of Service.** All goods and services are subject to written acceptance by each JBE. The JBE may use the attached Acceptance and Signoff Form (Attachment 1 to Attachment B) to notify Contractor of the acceptance or rejection of the Goods and Services, Contractor will not be paid for any rejected Goods and Services.
- 4.7 **Inventory.** The JBEs have an ongoing requirement for the products indicated in this RFP. The Contractor awarded a Leveraged Procurement Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Leveraged Procurement Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the Contractor’s Leveraged Procurement Agreement.
- 4.8 **Estimated Volumes.** No minimum ordering estimate is stated in this RFP. The Judicial Council and JBEs will not be required to use any Leveraged Procurement Agreement that may result from this RFP. The Judicial Council and JBEs will make their purchasing decision based on what is in the best interest of the Judicial Council and JBEs.

5. TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	Monday, April 12, 2021
Pre-proposal Teleconference <i>(optional)</i> Dial 1-877-820-7831, PASSCODE 109630	Monday, April 19, 2021 at 10:00 AM Pacific Time
Deadline for written questions to Solicitations@jud.ca.gov using Attachment L	Monday, April 26, 2021 by 3:00 PM Pacific Time
Questions and Answers posted	Monday, May 3, 2021
Latest date and time proposal may be submitted (Proposal Due Date and Time)	Monday, May 10, 2021 by 3:00 PM Pacific Time
Evaluation of Non-Cost Proposals <i>(estimate only)</i>	Monday, May 24, 2021
Anticipated interview dates <i>(estimate only)</i>	Monday, May 31, 2021

EVENT	DATE
Public opening of cost portion of proposals (<i>estimate only</i>)	Monday, June 7, 2021
Evaluation of Cost Proposals (<i>estimate only</i>)	Monday, June 14, 2021
Selection (<i>estimate only</i>)	Monday, June 21, 2021
Notice of Intent to Award (<i>estimate only</i>)	Monday, July 5, 2021
Negotiations and execution of contract (<i>estimate only</i>)	Monday, August 16, 2021
Contract start date (<i>estimate only</i>)	Monday, August 16, 2021
Contract end date: (<i>estimate only</i>)	Thursday, August 15, 2024

6. RFP ATTACHMENTS

6.1 The following attachments are included as part of this RFP (*note: all attachments are posted to the RFP website as separate documents*):

ATTACHMENT	DESCRIPTION
Attachment A: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment B: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a JBE Master Agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment C: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions. Note: Any material exceptions to the Terms and Conditions shall be a negative factor in the evaluation.
Attachment D: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment E: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. (The Darfur Contracting Act Certification can be found at https://www.courts.ca.gov/18759.htm under Sample Solicitation Documents).
Attachment F: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment G-1: Payee Data Record (STD 204)	This form contains information the State of California requires in order to process payments and must be submitted with the proposal.
Attachment G-2: Payee Data Record Supplement (STD 205)	This form is optional and is used to provide remittance address information if different than the mailing address on the Payee Data Record, for multiple remittance addresses, and additional Authorized Representatives of the Payee not identified on the STD 204.

ATTACHMENT	DESCRIPTION
Attachment H: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment I: Bidder Declaration	The Proposer must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment J: 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.
Attachment K: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act and submit the completed certification with its proposal.
Attachment L: Questions and Answers Form	The Proposer shall use this form to submit questions (if applicable) to Judicial Questions prior to deadline listed on the Timeline section of this RFP.
Attachment M: Primary Areas of Expertise	The Proposer must submit the complete Primary Areas of Expertise response form with its non-cost proposal.
Attachment N: Price Proposal Worksheet	Proposer must list its proposed pricing for each of the services described in this solicitation and include in submission of Cost Proposal.
Exhibit 1: CA County Map	Contains the California County Map

7. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference Call. (Optional) A pre-proposal conference call will be held to answer oral questions with regards to this RFP. Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend. The pre-proposal conference can be attended using the information below:

Date and Time: April 19, 2021 at 10:00 A.M. (PST)
Call-in Number: 1-877-820-7831
Participation Code: 109630

8. SUBMISSIONS OF PROPOSALS

- 8.1 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. Please only submit documentation which has been specified in this RFP. Materials sent which fall outside of that specified within this RFP may not be considered in proposal scoring.
- 8.2 This RFP process and RFP schedule are subject to change at any time. Changes will be posted to the RFP website (<http://www.courts.ca.gov/rfps.htm>), and no other notifications of changes will be provided. Prospective participants are urged to consult the website in a timely manner

to remain apprised of any changes. Staying abreast of changes regarding this RFP is the sole responsibility of the Proposer. The Judicial Council will not address individual parties directly during this RFP's solicitation period.

- 8.3 **Written Questions.** Proposers may submit written questions using Attachment L. Such questions must be submitted on or before the due date specified for submission of questions in the timeline schedule provided in this RFP. If the Judicial Council deems it necessary in response to the questions submitted, changes may be made to this RFP and an updated version will be posted to the RFP web posting prior to the due date for Proposals via addendum. Written questions must be submitted by e-mail to the following address:

Solicitations@jud.ca.gov

Please include the following as the subject line of your email:

“Q&A RFP-FS-2020-06-DF”

- 8.4 **Proposal Format.** Due to the current COVID 19 crisis, the Judicial Council will temporarily accept proposals in an electronic format. See d. below for instructions on submitting proposals electronically. The Proposer must still submit its proposal in two parts, the non-cost (technical) portion and the cost portion. The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.

8.4.1 **NON-COST PROPOSAL:** The Proposer must submit **one (1) electronic file** of the non-cost proposal using pdf, Word or an Excel format. The non-cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the cost portion. The Proposer must include the RFP number and ‘technical’ in the name of the electronic file.

8.4.2 **COST PROPOSAL:** The Proposer must submit **one (1) electronic file** of the cost proposal using PDF, Word or an Excel format. The cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the non-cost portion. The Proposer must include the RFP number and ‘cost’ in the name of the electronic file.

8.4.3 For electronic submission of proposals, proposals must be delivered by the date and time listed on the coversheet of this RFP but no more than three (3) days in advance of the proposal due date to the following email addresses:

For Non-Cost Proposal email to: fs202006df.proposal@jud.ca.gov

For Cost Proposal email to: fs202006df.cost@jud.ca.gov

Indicate the RFP number and name of Proposer's organization in the subject line of the email.

- 8.4.4 Late proposals will not be accepted.
- 8.4.5 Only electronic proposals will be accepted.

9. PROPOSAL CONTENTS

- 9.1 **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.
- 9.1.1 **Proposer Information.** Provide a brief history of Proposer, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. Include the following:
- 9.1.1.1 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.
- 9.1.1.2 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.
- 9.1.2 **References.** Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has provided similar goods and conducted similar services in the last three (3) years. The JBE may check references listed by the Proposer to conduct a customer satisfaction survey.
- 9.1.3 **Proposed Personnel/Project Team.** 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.
- 9.1.4 **Proposed method to complete the work.**
- 9.1.4.1 Maintenance Services: including response times, e.g., the capability of being onsite within three (3) days or less, depending on severity of issue, to JBE facilities either statewide or within specified region(s) (per Exhibit 1). Telephone support availability.
- 9.1.4.2 Service agreement and project management (if any) cost methodology.
- 9.1.4.3 The Proposer is required to complete and include the Primary Areas of Expertise response form (Attachment M) with its Proposal.
- 9.1.5 Model number(s), specifications, or other description of the most common goods the Proposer proposes to supply to the JBE, including warranty information.
- 9.1.6 **Acceptance of the Terms and Conditions.**
- 9.1.6.1 On Attachment C, a file separately posted to the website posting of this RFP, 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.
- 9.1.6.2 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 that clearly identifies the benefit to the Judicial Council from the proposed exception.

9.1.6.3 **NOTE:** Any material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions shall be a negative factor in the evaluation.

9.1.7 Other Required Materials.

9.1.7.1 The Proposer is required to complete and sign the following Certification Forms and submit signed forms with its Proposal:

- i. General Certifications Form (Attachment D).
- ii. Darfur Contracting Act Certification (Attachment E).
- iii. Small Business Declaration (Attachment F), only if it wishes to claim the small business preference.
- iv. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment H).
- v. Disabled Veteran Business Enterprise (DVBE) Bidder Declaration (Attachment I) only if it wishes to claim the DVBE incentive associated with this solicitation.
 - a) DVBE Declaration Form (Attachment J) for each DVBE that will provide goods and/or services in connection with the contract.
- vi. Iran Contracting Act Certification (Attachment K).

9.1.7.2 Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.

9.1.7.3 If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

9.1.7.4 Copies of the Proposer's (and any subcontractors') current business licenses, California contractor license, professional certifications, or other credentials.

9.1.7.5 Payee Data Record: A separately printed and signed original Payee Data Record, completed in the exact name of the business entity under which you propose to do business with the Judicial Council. A separately printable copy of this form has been posted to the website posting of this RFP as Attachment G.

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

9.2.1 **Goods.** Provide a discount percentage rate(s) that will be applied to DGS, GSA, or MSRP pricing for all products, goods, materials, and supplies listed in Proposer’s response to section 9.1.5.

- i. All materials to be provided at DGS / GSA pricing or better.
- ii. Describe annual maintenance/service agreements (if offered), what is included, and cost methodology.

9.2.2 **Services.** Provide the hourly rates Proposer proposes to charge for all services. Rates must be fully loaded and include Overhead and Profit. Please account for the following:

- i. Training
- ii. Repair & Maintenance work
- iii. Installation
- iv. System Design/Engineering
- v. Project Management
- vi. Describe project management cost methodology.

9.2.3 The Proposer is required to complete and include the Price Proposal Worksheet (Attachment N) with its Proposal.

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.

10. OFFER PERIOD

10.1 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 JBE reserves the right to negotiate extensions to this period.

11. EVALUATION OF PROPOSALS

11.1 The JBE 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 proposals.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of proposed method to complete the work (i.e. maintenance services, response times to JBE facilities, telephone support availability)</i>	<i>17</i>

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Experience on similar assignments (i.e. providing similar services to other government entities, industry certifications, relevant staff training and experience)</i>	10
<i>Primary areas of expertise</i>	15
<i>Acceptance of the Terms and Conditions</i>	5
<i>Disabled Veteran Business Enterprise (DVBE) Incentive</i>	3
<i>Cost (hourly labor rates listed in Section 9.2.2)</i>	50

- 11.2 If the JBE intends to award a contract, the JBE will post a Notice of Intent to Award at <https://www.courts.ca.gov/rfps.htm>.
- 11.3 Before the Proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the JBE may reject all Proposals and cancel the RFP if the JBE determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE.

12. INTERVIEWS

- 12.1 The Judicial Council may, at its discretion, hold interviews via conference call with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. If the Judicial Council chooses not to hold interviews, the names of the selected Proposers will be posted on the website posting for this RFP.

13. CONFIDENTIAL OR PROPRIETARY INFORMATION

- 13.1 **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 JBE 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE 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.

14. SMALL BUSINESS PREFERENCE

- 14.1 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.
- 14.2 Eligibility for and application of the small business preference is governed by the Judicial Council'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 Judicial Council'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.
- 14.3 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.
- 14.4 If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment F). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.
- 14.5 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 Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.
- 14.6 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.

15. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

- 15.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 15.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council's sole determination, 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 8 above.

- 15.3 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”).
- 15.4 If Proposer wishes to seek the DVBE incentive:
- 15.4.1 Proposer must submit with its proposal a DVBE Declaration (Attachment I) 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 complete and sign the DVBE Declaration. 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.
- 15.4.2 Proposer must complete and submit with its proposal the Bidder Declaration (Attachment J). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- 15.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- 15.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 15.7 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 Judicial Council 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 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.

16. PROTESTS

- 16.1 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). However, in light of COVID-19, electronic submissions will be permitted. Failure of a Proposer to comply with the protest procedures set forth in that chapter, with the exception of being permitted to submit a protest or appeal electronically, will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest

is two days before the proposal due date. Protests must be sent electronically to: Solicitations@jud.ca.gov.

17. CONTRACT TERMS AND ADMINISTRATIVE REQUIREMENTS

- 17.1 All submitted Proposals shall constitute and be an irrevocable offer by the Contractor that is valid for (90) days following the Proposal due date. In the event a final contract has not been awarded within this (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Contractors. The Judicial Council may release all offers not selected under this RFP upon issuance of Notice of Intent to Award.
- 17.2 Contracts with successful firms will be formed according to the Master Agreement form included in Attachment B, which has been provided on the website posting of this RFP. The initial term of this contract will be for three (3) years, beginning approximately in August, 2021. Two (2) subsequent one (1)-year extensions may be offered at the discretion of the Judicial Council. Note that during the subsequent terms, if any, rates shall be adjusted based on the California Bureau of Labor Statistics' Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective.
- 17.3 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft, the Judicial Council reserves the right to terminate the award.
- 17.4 The Contractor selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.
- 17.5 **Provision of the Work.** Work shall be provided in accordance with Purchase Orders or Service Work Orders to be issued by the JBEs under the Master Agreement resulting from this procurement, and shall be subject to the provisions of the Master Agreement accompanying this RFP, including any additional provisions specified in the Purchase Orders or Service Work Orders with regard to schedule, key personnel, and subcontractors.
- 17.6 **Compensation.** The method of compensation will vary on an Order-by-Order basis. See the Master Agreement posted with this RFP for details.
- 17.7 **Judicial Council Administrative Rules Governing RFPs**
- 17.7.1 The Judicial Council's Administrative Rules Governing the RFP are located in Attachment A. By virtue of submission of a Proposal, the Contractor agrees to be bound by said Administrative Rules.
- 17.7.2 The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred for official files and becomes public record.

17.8 Prevailing Wages.

- 17.8.1 All Contractors and subcontractor(s) shall pay all workers on work performed pursuant to the Contract 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>).
- 17.8.2 All work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the work.
- 17.8.3 Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

[END OF RFP]