



REQUEST FOR PROPOSALS

RFP NUMBER:
RFP-FS-2022-01-MB

**WIRELESS DURESS ALARM SYSTEM
EQUIPMENT AND SERVICES**

PROPOSALS DUE:
September 16, 2022, no later than 3:00 PM Pacific Time



JUDICIAL COUNCIL
OF CALIFORNIA



JUDICIAL COUNCIL OF CALIFORNIA

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REQUEST FOR PROPOSALS

Date	Action Requested
August 24, 2022	Send Proposals to:
To	Non-Cost Proposal email to:
Qualifying Firms	fs202201mb.soq@jud.ca.gov
From	Cost Proposal email to:
Judicial Council of California, Facilities Services	fs202201mb.fee@jud.ca.gov
Subject	Deadline
RFP Number: RFP-FS-2022-01-MB Wireless Duress Alarm System Equipment and Services	September 16, 2022, by 3:00 PM Pacific Time
	Contact
	solicitations@jud.ca.gov

TABLE OF CONTENTS

1. BACKGROUND INFORMATION
3. PURPOSE OF THIS RFP
4. DESCRIPTION OF GOODS AND SERVICES
5. USE OF LEVERAGED PROCUREMENT AGREEMENT
6. TIMELINE FOR THIS RFP
7. RFP ATTACHMENTS
8. PRE-PROPOSAL CONFERENCE
9. SUBMISSION OF PROPOSALS
10. PROPOSAL CONTENTS
11. OFFER PERIOD
12. EVALUATION OF PROPOSALS
13. INTERVIEWS
14. CONFIDENTIAL OR PROPRIETARY INFORMATION
15. SMALL BUSINESS PREFERENCE
16. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE
17. PROTESTS
18. 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 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 Request For Proposals (“RFP”), the term “trial court” is used synonymously with Superior Court or Court.
- 1.3 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”).

2. PURPOSE OF THIS RFP

- 2.1 **Contractors.** The Judicial Council seeks proposals from well qualified Contractors with expertise in two primary areas. First, to design, install, and maintain new wireless duress alarm systems in JBE facilities on a statewide basis. Second, to repair, refresh, replace or expand existing wireless duress alarm systems in JBE facilities statewide. 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 There are approximately 150 Centurion Elite wireless duress alarm systems of varying sizes, using an assortment of notification devices in use in JBE facilities statewide. There are multiple systems in use in some individual JBE locations, while other JBEs utilize a single system for multiple locations. **Contractors must offer control units that are compatible with existing sensors, including buttons, signal boosters and other peripherals.**
- 2.3 The Judicial Council may award one or more Leveraged Procurement Agreements to well qualified Contractors for an initial three (3)-year term with options for up to two (2) consecutive one (1)-year terms. Each of the two option terms may be exercised at the Judicial Council’s sole discretion. Any Leveraged Procurement Agreement resulting from this RFP is anticipated to be effective from October 31, 2022, through October 30, 2025. The Leveraged Procurement Agreement(s) will be available for use by all JBEs, including by the Judicial Council.

2.3.1 Posted with this RFP as Attachment B, Standard Terms and Conditions, is the Judicial Council's form of Leveraged Procurement Agreement. Although the Judicial Council does not intend to consider any substantive changes to the form of agreement, a Contractor must indicate in its proposal if it has any comments, objections or exceptions to the form of agreement. If exceptions are identified, the Contractor must also submit (i) a red-lined version of Attachment B, Standard Terms and Conditions, that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change that clearly identifies the benefit to the JBEs from the proposed exception.

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.

2.4 Judicial Council and JBEs may elect, but are not required, to purchase goods and services under any Leveraged Procurement Agreement that may be awarded as a result of this RFP. JBEs that elect to purchase goods and services under a Leveraged Procurement Agreement that has been awarded will enter into a Participating Addendum, substantially in the form of the sample Participating Addendum provided in Exhibit 10 to Attachment B (Standard Terms and Conditions), with the selected Contractor. Goods and services may be purchased by (i) the Judicial Council on behalf of other JBEs, (ii) by the Judicial Council for itself, or (iii) independently by JBEs, pursuant to the process outlined in section 4 of this RFP. In no event will the Judicial Council or any JBE be obligated to purchase any minimum quantity of goods and services under a Leveraged Procurement Agreement or Participating Addendum. 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 Leveraged Procurement Agreement.

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 Contractor who does 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 proposals to the Judicial Council for Wireless Duress Alarm System goods and services, 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 Wireless Duress Alarm Systems
- 3.1.2 Onsite Maintenance, Repair and Support Services
- 3.1.3 Telephone/Online Support
- 3.1.4 Installation of System
- 3.1.5 Training (Onsite at time of installation)
- 3.1.6 System Planning, Configuration and Project Management

3.2 **Specifications, Requirements and Optional Features for Wireless Duress Alarm Systems and Maintenance and Support.** All maintenance, support and time and material service requests ordered under a Leveraged Procurement Agreement will apply to existing wireless duress alarm systems in JBE facilities regardless of make and age as well as newly installed systems:

3.2.1 **Required Duress Alarm System Features:**

- a. System must be a self-contained unit capable of receiving alarm transmission and routing the alarms to user designated personnel using phone, email, text message, two-way radio, computer software, and video boards concurrently.
- b. System must utilize modular design to allow for easy replacement of components, as well as “hot swapping”(the ability to remove and replace modules without shutting down the entire system) of modules in the event of malfunction to ensure minimum downtime.
- c. System must house up to two (2) radios properly shielded to prevent the possibility of outside radio frequency interference of radio transmissions. Radios must be capable of being utilized concurrently.
- d. System must utilize web-based system management accessible from any authorized device within the same network.
- e. System must offer assignable user permission levels.
- f. System must allow the creation of individual user login credentials requiring industry best practices for user password strength.
- g. Access to web-based system management must utilize SSL encryption for information security.
- h. System must utilize a 900 MHz wireless architecture for delivering alarms between sensor and receiver.
- i. System must be capable of integration into other equipment i.e., video, access control.
- j. System must allow the user to record alarm notification audio via computer program and easily push these notifications to the system.
- k. System must offer three forms of back-ups including onboard, onsite and cloud-based backups to be used at the discretion of the customer.
- l. System must allow for scheduling of inactive times and alternative responders for individual sensors, including options for predefined holidays as well as “shifts”, and also allow for redirection of alarms based on unique schedules of sensors.

- m. System must have capability to add network based alarming software to computers and software capable of receiving network and wireless based alarms. The network based alarming software should have multiple alarming methods including icon click, in application alarming function, as well as user definable hot key combination.
- n. System must possess the capability to alert the system administrator via phone, email, radio, text message, computer software or video board when a sensor enters or leaves an “alarm able” state. Alarm able states include low battery, low signal strength, and sensor missing.
- o. System must be capable of sending sensor and system health reports to pre-identified users via email.
- p. System must be capable of driving pre-defined and custom notifications directly from the system management web face to select groups.
- q. System must include battery backup- 12VDC 700MA/h

3.2.2 Optional Duress Alarm System Features (These features will not be used in scoring of proposals):

- a. System is built on a Linux operating system.
- b. System allows for deployment of wireless panic buttons in multiple buildings over a large geographic area (minimum 50 miles) to be linked under a single unit. Each location to have the capability to support an onsite radio independent of any kept at the base unit.
- c. System possesses an onboard Wi-Fi access point for “off network” servicing.
- d. Notifications are capable of being routed to specifically assigned groups allowing for customization of output types based on the sensor activated.
- e. System has no practical limit to the predefined recording time of alarm messages. This includes individual messages, as well as total record time allowed by system for all messages.
- f. System allows the user to assign predefined templates to notifications. The templates include the name as well as visual icons to be displayed in all text-based notifications.
- g. Computer software for receiving alarms displays both a visual (icon) warning as well as text-based alarm and has an audible alert tone with an option text to play text to voice reading of the notification.
- h. System is capable of automatically escalating alarms to alternate responders when alarms are left unchanged, based on a user designated time frame.

3.2.3 General Services Requirements for Wireless Duress Alarm Systems:

- a. Configuration and physical installation of the central control unit and all applicable duress buttons, repeaters (signal boosters) and/or other sensor equipment.
- b. System testing and analysis
- c. Confirmation of Radio Frequency communications (message clarity and signal strength)
- d. Training
- e. Maintenance and repair services

- 3.2.4 **Onsite Maintenance, Repair and Support Services.** Contractor must offer the following onsite maintenance and support services:
- a. Services pursuant to an annual statewide maintenance and support services agreement for all duress systems after expiration of initial warranty period (pricing based on per system rate x number of systems, billed annually as lump sum).
 - b. Time and materials service and repair options.
 - c. Ability to perform maintenance work at any JBE facility statewide.
- 3.2.5 **Telephone/Online Support.** Telephone/online support are the primary methods of resolving service issues and should be attempted prior to dispatching a technician to provide onsite services. If an onsite technical visit is necessary, the Contractor will schedule the technician to be onsite within three (3) business days or less, unless otherwise agreed to by the JBE. Response times under the annual statewide maintenance and support services agreement apply regardless of whether a service agreement is in place, or if the service is billed at time and materials rates.
- 3.2.6 **Installation of System:**
- 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, except for necessary network drops and/or telephone lines, and electrical outlets/connections.
 - b. 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 signal strength 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.
 - c. Contractor shall be required to comply with all applicable health and safety requirements. These will vary with the nature of the premises and may involve special installation equipment when working in hazardous areas.
 - d. Electrical installation methods shall comply with current national and site regulations and the electrical installation shall be carried out by technicians who are qualified at the appropriate level.
- 3.2.7 **Training Services.** Contractor will provide system operation and maintenance training to JBE staff for all new systems and must be completed onsite prior to the JBE's acceptance of work, at no additional cost. Additional training may be purchased by a JBE as needed.
- 3.2.8 **System Planning, Configuration and Project Management.** The Contractor shall be able to determine the extent of the system requested and provide design, engineering and project management services when requested, including selecting the appropriate equipment and preparing a system design proposal.

- 3.3 **Software Licenses and Software Tools.** Unless otherwise agreed between a Contractor and a JBE, all necessary software shall be licensed to the JBE, and if not contained in the Leveraged Procurement Agreement and any resulting Participating Addendum, copies of software licenses and software tools must remain with the 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 by the Contractor to the JBEs under any 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 request goods or services by entering into a Participating Addendum under any Leveraged Procurement Agreement that results from this RFP, in the form attached as Exhibit 10 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 agreed upon by the parties and attached to the Participating Addendum) may not exceed, and may be lower than, 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 Leveraged Procurement Agreement, and the terms in the Leveraged Procurement Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of the Leveraged Procurement Agreement, or exceed the scope of the Work provided for in the Leveraged Procurement Agreement; and (iii) the term of the Participating

Addendum may not extend beyond the expiration date of the Leveraged Procurement Agreement. The Participating Addendum and any Leveraged Procurement Agreement that results from this RFP shall take precedence, in the event of a conflict, 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 JBE's Scope of Work) that conflicts with or alters any term of the Leveraged Procurement Agreement or exceeds the scope of the Work provided for in the Leveraged Procurement Agreement, will not be deemed part of the contract between Contractor and that JBE.

4.4 Requests for Quotes for Goods and Services.

4.4.1 Requests for quotes [orders] for goods and services under any Leveraged Procurement Agreement will be made either by the Judicial Council or 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. In the event of a conflict, 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 similar document.

4.4.2 In accordance with the pricing set forth in the Leveraged Procurement Agreement, Contractor will provide the Judicial Council or the JBE with the total cost and lead time required for the product(s) and services requested via the issuance of Scope of Work, 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 or the JBE 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 Procurement of Goods and Services.

4.5.1 The Judicial Council under the Leveraged Procurement 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 Leveraged Procurement Agreement and the Participating Addendum, and any term in the Purchase Order or SWO that conflicts with or alters any term of the Leveraged Procurement

Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Leveraged Procurement 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 and incorporate such Purchase Orders or SWOs.

- 4.5.2 The Judicial Council under a Leveraged Procurement Agreement will place orders to authorize Judicial Council 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 JBE'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 JBE's Participating Addendum.
- 4.5.4 Contractor will provide the Judicial Council with an immediate acknowledgement of any order placed by the Judicial Council. 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. The JBE shall not be obligated to pay Contractor for any rejected Goods and Services absent re-performance of rejected services and replacement of rejected goods that are acceptable to JBE.
- 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 the needs and 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	Wednesday, August 24, 2022
Pre-proposal Teleconference (optional) via video conference (Cisco Webex): Meeting link: https://calcourts.webex.com/calcourts/j.php?MTID=me241527d326c8e90f7b9f936da102cb5 Meeting number: 2599 250 7309 Meeting password: 9FeXFtxiC67 Or join by phone: 1-650-479-3208 Call-in toll number (US/Canada)	Wednesday, August 31, 2022, at 11:00 AM Pacific Time
Deadline for written questions to Solicitations@jud.ca.gov using Attachment L	Tuesday, September 6, 2022, by 3:00 PM Pacific Time
Questions and Answers posted	Tuesday, September 13, 2022
Latest date and time proposal may be submitted (Proposal Due Date and Time)	Friday, September 16, 2022, by 3:00 PM Pacific Time
Evaluation of Technical Proposals (<i>estimate only</i>)	Wednesday, September 28, 2022
Anticipated interview dates (<i>estimate only</i>)	Wednesday, October 5, 2022
Public opening of cost portion of proposals (<i>estimate only</i>)	Thursday, October 6, 2022
Evaluation of Cost Proposals (<i>estimate only</i>)	Friday, October 7, 2022
Notice of Intent to Award (<i>estimate only</i>)	Tuesday, October 11, 2022
Contract start date (<i>estimate only</i>)	Monday, October 31, 2022
Contract end date: (<i>estimate only</i>)	October 30, 2025

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 “Contractor”) must sign a JBE Leveraged Procurement Agreement containing these Terms and Conditions.
Attachment C: Contractor’s Acceptance of Terms and Conditions	On this form, the Contractor must indicate acceptance of the Terms and Conditions. Note: Any material exceptions to the Terms and Conditions may be a negative factor in the evaluation.
Attachment D: General Certifications Form	The Contractor must complete the General Certifications Form and submit the completed form with its proposal.
Attachment E: Darfur Contracting Act Certification	The Contractor 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 Contractor 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 H: Unruh and FEHA Certification	The Contractor must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment I: Bidder Declaration	The Contractor 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 Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment K: Iran Contracting Act Certification	The Contractor must complete the Iran Contracting Act and submit the completed certification with its proposal.

ATTACHMENT	DESCRIPTION
Attachment L: Questions and Answers Form	The Contractor 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: Cost Proposal Worksheet	Contractor must list its proposed pricing for each of the services described in this solicitation and include in submission of Cost Proposal.

7. PRE-PROPOSAL CONFERENCE

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

Date and Time: Wednesday, August 31, 2022, at 11:00 AM Pacific Time

Pre-proposal Teleconference (optional) via video conference (Cisco Webex):

Meeting link:

<https://calcourts.webex.com/calcourts/j.php?MTID=me241527d326c8e90f7b9f936da102cb5>

Meeting number: 2599 250 7309

Meeting password: 9FeXFtxiC67

Or join by phone: 1-650-479-3208 Call-in toll number (US/Canada)

8. SUBMISSIONS OF PROPOSALS

- 8.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. 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. Any required forms submitted with the proposal, including but not limited to those listed in Section 9.1.5.1., must be accepted and signed by Contractor’s representative that has the legal authority to commit Contractor to its representations.
- 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 Contractor. The Judicial Council will not address individual parties directly during this RFP’s solicitation period.
- 8.3 **Written Questions.** Contractors 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-2022-01-MB”

8.4 Proposal Format. The Judicial Council will only accept proposals in an electronic format. See Section 8.4.3 below for instructions on submitting proposals electronically. The Contractor must still submit its proposal in two parts, the non-cost (technical) portion and the cost portion. The Contractor must submit its proposal in two parts, the non-cost portion and the cost portion.

8.4.1 **NON-COST PROPOSAL:** The Contractor should compress the non-cost proposal file to less than 10MB in size and submit **one (1) electronic file** of the non-cost proposal using PDF or Word format. If the file cannot be reduced to below 10MB, then the Contractor shall divide the file into 10MB increments and send over multiple emails. The subject line in each email shall reference which portion of the proposal is attached (i.e. Part 1 of 3). The non-cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the cost portion. The Contractor must include the RFP number and ‘technical’ in the name of the electronic file.

8.4.2 **COST PROPOSAL:** The Contractor 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 Contractor must include the RFP number and ‘cost’ in the name of the electronic file.

8.4.3 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: fs202201mb.soq@jud.ca.gov

For Cost Proposal email to: fs202201mb.fee@jud.ca.gov

Indicate the RFP number and name of Contractor’s organization in the subject line of the email.

8.4.4 **Submission Timelines.** The due date and time for submission of Proposals can be found in the most recent version of the RFP schedule posted to the California Courts’ website (<http://www.courts.ca.gov/rfps.htm>) at which this RFP is posted. Please keep abreast of changes to the RFP schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes. 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 **Contractor Information.** Provide a brief history of Contractor, 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 Contractor's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Contractor 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 Contractor'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 Contractor has provided similar goods and conducted similar services in the last three (3) years. The Judicial Council may check references listed by the Contractor to conduct a customer satisfaction survey.
- 9.1.3 **Proposed method to complete the work.** Provide narrative of the proposed method to complete the work/provide the services as described in Section 3.2 et seq of this RFP.
- 9.1.4 **Acceptance of the Terms and Conditions.**
- 9.1.4.1 On Attachment C, Acceptance of Terms and Conditions, a file separately posted to the website posting of this RFP, the Contractor must check the appropriate box and sign the form. If the Contractor marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- 9.1.4.2 If exceptions are identified, the Contractor 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.
- 9.1.4.3 **NOTE:** Any material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions may be a negative factor in the evaluation.

9.1.5 Other Required Materials.

- 9.1.5.1 The Contractor 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).
- 9.1.5.2 Contractor 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.
- 9.1.5.3 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.
- 9.1.5.4 Copies of the Contractor's (and any subcontractors') current business licenses, California contractor license, professional certifications, or other credentials.
- 9.1.5.5 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 cost portion of the proposal will be completed on Attachment M, Cost Proposal Worksheet. The following information must be included in the cost portion of the proposal.

9.2.1 **Goods.** Provide a current price list, if applicable, include discount percentage rate(s) that may be applied to DGS, GSA, or MSRP pricing for all goods, materials, and supplies listed in Contractor's response to section 3.2 of this RFP.

i. Describe annual maintenance/service agreements (if offered), what is included, and cost methodology.

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

- i. Onsite Maintenance, Repair and Support Services
- ii. Telephone/Online Support
- iii. Installation of System
- iv. Training (Onsite at time of installation)
- v. System Planning and Configuration
- vi. Project Management (if applicable)
- vii. Describe project management cost methodology
- viii. Estimated cost of system sizes

9.2.3 The Contractor is required to complete and include the Cost Proposal Worksheet (Attachment M) 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 Contractor's proposal is an irrevocable offer for ninety (90) days following the proposal due date, and should be submitted by Contractor's representative who has the legal authority to submit and bind such proposal on behalf of Contractor. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

11. EVALUATION OF PROPOSALS

- 11.1 The Judicial Council 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
Technical Attributes specified required system features.	20
Quality of Proposal details demonstrating that the goods and services meet the specifications of the RFP.	20
Experience on Similar Projects experience providing similar services to other government entities; industry certifications, relevant staff training and experience, certifications.	20
Maintenance Services and Support details of services included/excluded, support availability, response times, hours of operation, procedures for case escalation and resolution.	5
Acceptance of Terms and Conditions	3
Disabled Veteran Business Enterprise (DVBE) incentive is available to qualified contractors.	2
Cost Proposal (Attachment M)	30

- 11.2 **Scoring of Cost Proposal.** The evaluation and subsequent award of points for the Cost Proposal shall be based on an aggregate score of the 3 sections of the Cost Proposal:

Annual Statewide Maintenance Contract: Maximum of 10 points

The points awarded will be calculated by identifying the ratio of the lowest cost proposed to the cost being evaluated, and multiplying that ratio by the maximum number of points available.

Services: Maximum of 10 Points

The points awarded will be calculated based on the average hourly rate of all services, and identifying the ratio of the lowest average hourly rate proposed to the average hourly rate being evaluated, and multiplying that ratio by the maximum number of points available.

Estimated System Cost: Maximum of 10 Points

The points awarded will be calculated based on the average of all estimated system costs, and identifying the ratio of the lowest average cost proposed to the average cost being evaluated, and multiplying that ratio by the maximum number of points available.

- 11.3 If the Judicial Council intends to award a contract, the Judicial Council will post a Notice of Intent to Award at <https://www.courts.ca.gov/rfps.htm>.

- 11.4 Before the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all Proposals and cancel the RFP if the Judicial Council 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 Contractors 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 Contractor 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 Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Contractor 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 Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Contractor 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. Contractors 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 Contractor will receive a small business preference if, in the Judicial Council’s sole determination, the Contractor has met all applicable requirements. If the Contractor 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 Contractor 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 Contractor wishes to seek the small business preference, the Contractor must complete and submit with its proposal the Small Business Declaration (Attachment F). The Contractor 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 Contractor 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 Contractor not receiving the small business preference.
- 14.6 If the Contractor receives the small business preference, (i) the Contractor 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. Contractor will receive a DVBE incentive if, in the Judicial Council’s sole determination, Contractor has met all applicable requirements. If Contractor receives the DVBE incentive, a number of points will be added to the score assigned to Contractor’s proposal. The number of points that will be added is specified in Section 11.1 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, Contractor may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

15.4 If Contractor wishes to seek the DVBE incentive:

15.4.1 Contractor must submit with its proposal a DVBE Declaration (AttachmentJ) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Contractor is itself a DVBE, it must complete and sign the DVBE Declaration. If Contractor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Contractor will qualify for the DVBE incentive using a BUP on file with DGS.

15.4.2 Contractor must complete and submit with its proposal the Bidder Declaration (Attachment I). Contractor 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 Contractor 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 Contractor 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 Contractor receives the DVBE incentive: (i) Contractor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Contractor 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 Contractor 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 may 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 Leveraged Procurement 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 October 2022. 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 Judicial Council under the Leveraged Procurement Agreement, or by JBEs under a Participating Addendum, and shall be subject to the provisions of the Leveraged Procurement 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.** Compensation for goods and services provided to JBE by Contractor will be governed by the pricing and payment provisions in the Leveraged Procurement Agreement, and pricing in any Participating Addendum for the applicable Work. See the Leveraged Procurement 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 that become public record.

17.8 Prevailing Wages.

- 17.8.1 Contractor warrants and certifies that it is aware of the provisions of California Labor Code section 1720 et seq. (“Prevailing Wage Laws”) that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects, as set forth and defined therein. Since the Contractor may be performing Services as part of or in conjunction with an applicable “public works” or “maintenance” project, and since the total compensation may be One Thousand Dollars (\$1,000) or more, the Contractor agrees to fully comply with, and to require its Subcontractor(s) to fully comply with, all applicable Prevailing Wage Laws including, without limitation, the terms of this Section.
- 17.8.2 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>).
- 17.8.3 Contractor shall ensure that Contractor and all Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached as Attachment 2 to the Leveraged Procurement Agreement and incorporated herein.
- 17.8.4 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.
- 17.8.5 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.
- 17.8.6 **Registration with the Department of Industrial Relations is required for this project at the time of proposal submission. Failure to be currently registered at the time of proposal submission will result in disqualification.**

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.” Contractor shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Judicial Council. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.”

END OF RFP