

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

SACRAMENTO MOVING AND INSTALLATION SERVICES

RFP NUMBER:

RFP-FS-2023-07-KO

PROPOSALS DUE:

Tuesday May 16, 2023, NO LATER THAN 2:00 P.M. PACIFIC TIME (PT)

1 BACKGROUND INFORMATION

1.1 Judicial Council of California

The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council is the staff agency that assists both the council and its chair in performing their duties.

This Request for Proposals (“RFP”) is being issued by the Judicial Council, on behalf of itself, the Supreme Court of California, the Third District Court of Appeal, the Appellate Mediation Center, and any other judicial branch entity as identified by the Judicial Council (collectively, “Judicial Branch Entities” or “JBEs”) and individually, a “JBE”).

1.2 Purpose of This RFP

The Judicial Council requests proposals from persons or entities with expertise in moving and installation of office furniture and computer equipment (“Proposals”) to provide the JBEs with services as described in section 2 of this RFP. Bidding persons or entities for the purpose of this RFP will be referred to as “Contractors” or “Proposers”.

1.3 Contract Term

The Judicial Council anticipates awarding one or more Master Agreements to well qualified Contractors for an initial one-year term, with four consecutive one-year options for a potential maximum of five years. Each of the four option terms may be exercised at the Judicial Council’s sole discretion. Any resulting Master Agreement that may be awarded as a result of this RFP is estimated to be effective from July 1, 2023, through June 30, 2028. The resulting Master Agreements will be available for use by all JBEs, including by the Judicial Council.

- 1.3.1 Posted with this RFP as Attachment B, Judicial Council’s Standard Terms and Conditions, is the Judicial Council’s form of Master 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, 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 D, Proposer’s Acceptance of Terms and Conditions, for further information and direction.

- 1.4 Judicial Council and JBEs may elect, but are not required, to purchase services under any Master Agreement that may be awarded as a result of this RFP. JBEs will be under no obligation to purchase any minimum quantity of services under said Master Agreement. JBEs that elect to purchase 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 Appendix E to the Master Agreement (Attachment B), with the selected Contractor. 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 services under a Master 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 services under said Leveraged Procurement Agreement.

- 1.5 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.
- 1.6 Sole Means.** This RFP is the sole means for prospective Contractors to submit their Proposals to the Judicial Council for Sacramento Moving and Installation Services, as described within this RFP.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1** The Judicial Council seeks the services of a person or entity with expertise in moving and installation (“Services”) of office furniture and computer equipment for the JBEs as well as assistance with special projects, such as taking obsolete furniture offsite, on an as-needed basis and storage. For purposes of this RFP, the JBEs may include:
- a. The Judicial Council of California: 2850 Gateway Oaks Drive, Sacramento
 - b. The Judicial Council of California: 2860 Gateway Oaks Drive, Sacramento
 - c. The Judicial Council of California: 520 Capital Mall, Suite 600, Sacramento
 - d. The Court of Appeal, Third Appellate District: 914 Capitol Mall, Sacramento
 - e. The Appellate Mediation Center: 2890 Gateway Oaks Drive, Suite 210, Sacramento
 - f. Other JBEs in the greater Sacramento area

2.2 Services.

- 2.2.1** Provide movers on an as-need basis for the JBE’s locations listed above. The Contractor will be contacted by phone or email to obtain quotes for work to be performed and schedule services.
- 2.2.2** Move freestanding furniture, install keyboard tray platforms, and some removal and installation of work surfaces and storage components for systems furniture.
- 2.2.3** Staff moves including moving, disconnecting, and reconnecting standard peripheral equipment such as:
- a. Monitors, keyboard, mouse, printers, CPU docking stations and various other peripheral equipment including ergonomic sit-stands and keyboard trays.

- b. Installation of computers including connections to power and data resulting in a “prompt” screen; and Installation of phones at desktop. The JBEs will be responsible for inside wiring and programming.

2.2.4 Other Services to be provided.

- a. Installation of ergonomic equipment.
- b. Installation of office equipment including but not limited to computers, printers, and telephones.
- c. Move and/or set up offices, conference rooms, storage rooms, and the like.
- d. Assembly of chairs and small pieces of furniture.
- e. Hang items in offices/open areas.
- f. Seismic attachment of freestanding furniture over 60” high (i.e., bookcase); and
- g. Various miscellaneous tasks that may arise on “Move Day.”
- h. Storage to include but limited to cubicle walls, underneath 2 or 3 drawers file cabinets, cubicle parts, cubicle overhead bins, shelving units, garbage and recycle bins, and 3 or 4 drawers file cabinets and books. Judicial Councils current storage needs are Five (5) containers. Each container is Seven (7) ft. (length) x Five (5) ft. (w) x Seven (7) ft. (height).
- i. Make deliveries to disposal, recycle, and/or e-waste centers.
- j. Provide assistance to JBE staff including the JBE’s move coordinator, project manager, telecom specialist, and Information Services Helpdesk as needed to complete moving projects.
- k. Minor furniture repair, hanging marker boards and framed pictures.
- l. Contractor will be required to bring in the appropriate equipment, including trucks if necessary, and workers to complete the requested tasks.
- m. Contractor will be required to sweep or vacuum floor as needed after move work or assembly of furniture.
- n. Provide all moving materials (labels, boxes, etc.).
- o. Contractor will move documents considered confidential under the California Rules of Court or specific court orders within courts and between courts. Contractor and its employees or agents will not read or disseminate any documents they come across while performing work within or for the courts.
- p. Contractor will be required to store court furnishings or other material at a suitable and secure facility.

3.0 REQUIREMENTS AND LIABILITIES

- 3.1 All Contractor’s workers must complete a sign-in sheet before beginning work.
- 3.2 Pursuant to the Work Order Process and Administration, set forth in Attachment B of this RFP, a participating JBE may place orders for work by entering into a Participating Addendum with the Contractor. Each of the participating JBEs will have a designated Project Manager. Prior to each scheduled move, the Contractor will be required to provide a quote per the fees set forth in Appendix B of the Master Agreement (Attachment B), to the requesting JBE Project Manager for each move date based on the list of move work requested. A purchase order will then be created based on the quote for each move date.
- 3.3 Contractor must adhere to the specific list of move work provided by the JBEs Project Manager and not conduct any move work requested by other JBEs staff without permission from the JBEs Project Manager or the move coordinator contact.
- 3.4 Contractor must be flexible in case of urgent requests.

- 3.5 All move staff must wear identifiable shirts to clearly distinguish them as working staff. All move staff are subject to complete internal background investigations.
- 3.6 Contractor may not outsource any of the services without prior written approval from the JBE's Project Manager. A Project Manager will be designated for each JBE, respectively.
- 3.7 Contractor must have insurance to cover damages for any possible loss or damage while property is under the protection of the Contractor as well as for damage to any fixed property. Contractor shall be responsible for the satisfactory repair or replacement (at the option of the JBE) of any property that is lost, damaged, or stolen while in Contractor's custody and for the satisfactory repair of any damage to buildings or grounds.
- 3.8 Contractor must provide Certificate of Liability Insurance that includes Commercial General Liability, Worker's Compensation and Employer Liability, and Automobile Liability, for up to one million dollars. This will be required at the time the contract is signed and annually thereafter.
- 3.9 All move staff must provide proof of full Covid vaccination, or a negative Covid test result taken within the past 72 hours before entering the JBE's premises.

4.0 PREVAILING WAGE REQUIREMENT

The moving services provider ("Service Provider" and/or "Contractor") will be required to perform certain services that are subject to California prevailing wage laws pursuant to sections 1770 et. seq of the California Labor Code. Work subject to California prevailing wage laws, includes but is not limited to, the assembly or disassembly of modular office systems, attaching or detaching furniture affixed to the real property, etc. The Contractor will be responsible for the proper classification of its employees.

The Contractor and all Subcontractors under the Contractor shall pay all workers performing prevailing wage Work pursuant to this 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 Master Agreement, 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 court or on the internet at (<http://www.dir.ca.gov>).

- 4.1 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Master Agreement and incorporated herein.
- 4.2 The Project 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 Project.

5.0 REGISTRATION

Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records ("CPR(s)") to the Labor

Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“**DIR**”). 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.

6.0 TIMELINE FOR THIS RFP

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.

EVENTS	DATE / TIME (PT)
RFP issued	Monday April 17, 2023
Pre-Proposal Conference (See Section 9.0) Meeting ID: 234 461 996 09 Meeting Passcode: zKK2Vz Meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGY1MzMxMGIhNzMI1NC00ODE2LWJiNTctMDdmYmQxMjY0OTJm%40thread.v2/0?context=%7b%22Tid%22%3a%2210cfa08a-5b17-4e8f-a245-139062e839dc%22%2c%22Oid%22%3a%22327441a2-9bd4-4248-bf22-9bc34b97856e%22%7d	Monday, April 24, 2023, at 10:00 AM
Deadline for questions Email to: Solicitations@jud.ca.gov	Tuesday, May 02, 2023, by 2:00 PM
Questions and answers posted	Monday, May 08, 2023
Latest date and time Proposal may be submitted Email the Non-Cost Proposal to: FS202307KO-SOQ@jud.ca.gov Email the Cost Proposal to: FS202307KO-COST@jud.ca.gov	Tuesday, May 16, 2023, by 2:00 PM
Evaluation of Proposals complete (<i>estimate only</i>)	Monday, June 12, 2023
Notice of Intent to Award (<i>estimate only</i>)	Friday, June 16, 2023
Execution of contract (<i>estimate only</i>)	Tuesday, July 18, 2023
Contract end date (<i>estimate only</i>)	Monday, July 17, 2028

7.0 RFP ATTACHMENTS/DOCUMENTS

The following attachments are included as part of this RFP:

ATTACHMENTS	DESCRIPTION
Attachment A: Administrative Rules Governing Requests for Proposals	These rules govern this solicitation.
Attachment B: Judicial Council Standard Terms and Conditions (“Master Agreement”)	If selected, the Contractor must sign Judicial Council’s Master Agreement containing these terms and conditions (“Terms and Conditions”).

ATTACHMENTS	DESCRIPTION
Attachment C: Cost Proposal	The Contractor must complete, sign, and submit this form with its Cost Proposal. The Contractor must complete each field in the form.
Attachment D: Contractor’s Acceptance of Terms and Conditions	The Contractor must complete, sign, and submit this form with its Technical Proposal. On this form, the Contractor must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions and submit the exceptions with the Technical Proposal.
Attachment E: General Certifications Form	The Contractor must complete, sign, and submit the General Certifications Form with its Technical Proposal.
Attachment F: Darfur Contracting Act Certification	The Contractor must complete, sign, and submit the Darfur Contracting Act Certification with its Technical Proposal.
Attachment G: Iran Contracting Act Certification	The Contractor must complete, sign and submit the Iran Contracting Act Certification with its Technical Proposal.
Attachment H: Unruh Civil Rights and California Fair Employment and Housing Act Certification	The Contractor must complete, sign and submit the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment I: Bidder Declaration	If Contractor intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to this RFP, the Contractor must complete, sign and submit the Bidder Declaration with its Technical Proposal. Contractor must provide proof of its DVBE Certification including, without limitation, a copy of the Consultant’s DVBE certification approval letter, Department of General Services (DGS) Supplier ID Number, active dates of the DVBE Certification, and the DVBE Declaration form in Attachment J.
Attachment J: DVBE Declaration	If Contractor intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to this RFP, the Contractor must complete, sign and this form and submit the DVBE Declaration with its Technical Proposal. it with their Proposal only if Contractor wishes to qualify for the DVBE incentive.
Attachment K: Payee Data Record Form STD.204	The Contractor must complete this form in the exact name of the business entity under which the Consultant proposes to do business with the Judicial Council, and sign and submit this form with its Technical Proposal contains information the Judicial Council of California requires in order to process payments.
Attachment L: Payee Data Record STD.205	This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD .204.
Attachment M: Contractor’s Form for Submission of Questions	All questions and requests must be submitted using the Contractor’s Submission of Questions form Fill out this form to submit Questions by the deadline indicated in the Timeline for This RFP listed within Section 6 of this RFP.

8.0 PAYMENT INFORMATION

8.1 Basis for Payments: Any resulting agreement(s) will be comprised of Billing Rates as provided in Contractor’s Cost Proposal, Attachment C.

8.1.1 The Billing Rates shall remain firm and are not subject to change throughout the term of the agreement, with the exception of allowable increases during Subsequent Terms. Rate increases will only apply to the start of Subsequent Terms. See Appendix B of the Master Agreement (Attachment B), “Payment Provisions” for additional information.

- 8.1.2 The Billing Rate shall be fully burdened and inclusive of all costs including, but not limited to personnel, packing materials, equipment, profit, and overhead rate payable to the Contractor for services rendered to the JBEs.
- 8.2 The selected Contractor(s) shall submit a Services Request Form to the JBE for requested work assignments. See Appendix G of the Master Agreement (Attachment B) for further information.
- 8.3 Invoices will be submitted to the ordering JBE by the Contractor for payment.
- 8.4 The Judicial Council will not make any advance payment for the Services.

9.0 PRE-PROPOSAL CONFERENCE AND QUESTIONS

- 9.1 **Pre-Proposal Conference.** A pre-proposal conference will be held to provide more information regarding the scope and deliverables of this RFP. This conference is not mandatory to submit a Proposal. The pre-proposal conference will be held on the date identified in the Timelines of This RFP via Teams virtual meeting platform and can be attended using the information below:

Meeting ID: 234 461 996 09

Meeting Passcode: zKK2Vz

Meeting link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGY1MzMxMGItNzM1NC00ODE2LWJiNTctMDdmYmQxMjY0OTJm%40thread.v2/0?context=%7b%22Tid%22%3a%2210cfa08a-5b17-4e8f-a245-139062e839dc%22%2c%22Oid%22%3a%22327441a2-9bd4-4248-bf22-9bc34b97856e%22%7d

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

- 9.2 **Written Questions.** Contractors may submit written questions using Attachment M. Such questions must be submitted on or before the due date specified for submission of questions in the Timeline for 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:

“RFP-FS-2023-07-KO”

10.0 SUBMISSIONS OF PROPOSALS

- 10.1 **Responsiveness.** Contractor should respond to every section of this RFP, all attachments, and exhibits. Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section 11.0 below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, as well as completeness and clarity of content.
- 10.2 **Proposal Format.** The Judicial Council will only accept Proposals in an electronic format. Contractors must submit their Proposals with all required contents in two parts: the Contractor’s Statement of Qualifications (“Technical Proposal”) and the Contractor’s Cost Proposal (“Cost Proposal”).

10.3 Proposal Submission Requirements.

- 10.3.1 **Electronic Submission Requirements.** The Judicial Council will only accept electronically submitted Proposals. Technical Proposal and Cost Proposal files must be emailed to the separate email addresses indicated in the Timelines of This RFP. Contractors must not combine the Technical Proposal and Cost Proposal at any time during the solicitation and evaluation process.

Please use the following naming convention for the electronic files:

“Contractor Name-FS-2023-07-SOQ”
“Contractor Name-FS-2023-07-COST”

10.3.2 Technical Proposal Submission.

- i. Contractors must submit one (1) electronic file of the Technical Proposal using PDF or Word format. The Technical Proposal must be submitted to the Judicial Council separate from the Cost Proposal.
- ii. Contractors must include the RFP number and the name of the Contractor’s firm in the subject line of the email for the Technical Proposal. Contractors must include the RFP number and ‘TECHNICAL’ in the name of the electronic file of the Technical Proposal.
- iii. Where applicable, Contractors may submit additional electronic files in Word format (e.g., redlined-versions of the Master Agreement, etc.) with the Technical Proposal.

10.3.3 Cost Proposal Submission.

- i. Contractors must submit one (1) electronic file of the Cost Proposal using Word format (not in a PDF format). The Cost Proposal must be submitted to the Judicial Council separate from the Technical Proposal; the Cost Proposal must not be combined or incorporated in any way with the Technical Proposal.
- ii. Contractors must include the RFP number and the name of the Contractor’s firm in the subject line of the email for the Cost Proposal. Contractors must include the RFP number and ‘COST’ in the name of the electronic file of the Cost Proposal.
- iii. Where applicable, Contractors may submit additional electronic files in PDF or Word format for additional hourly rates not listed in this RFP’s Hourly Rates form (**Attachment N**) with the Cost Proposal.

- 10.3.4 **File Size Limitations.** The Judicial Council may not be able to receive electronic submissions with files equal to or greater than 20MB in size (individually or in total). Contractors must make an effort to compress all files so that submissions are less than 20MB in size. If a file cannot be reduced to below 20MB, then Contractors must divide the file into increments of less than 20MB sent via multiple emails. If multiple emails with incremental documents are required, Contractors must also reference the portion of the Proposal and file being submitted in the subject line of each email (e.g., “TECHNICAL: Part 1 of 3,” etc.). The Judicial

Council is not responsible for any submissions exceeding 20MB which are systematically rejected due to excessive file size or otherwise.

10.3.5 **Submission Timelines.**

- i. Proposals must be delivered by the date and time listed in the Timelines of This RFP, but Contractors must not submit Proposals more than three (3) business days in advance of the Proposal due date.
- ii. Contractor(s) assume all risk for ensuring the Judicial Council's receipt of Proposals no later than the date and time specified in the Timelines of This RFP or earlier than is permitted.
- iii. Late proposals will not be accepted. All times in the Timeline for this RFP are Pacific Time (PT). Delivery time stamps of email messages used for delivery will be referenced upon submission of Proposal.

10.4 **The Judicial Council does not issue communications confirming its receipt of Proposals and participants are asked to refrain from submitting such requests.**

The due date and time for submission of Proposals can be found in the Timelines of This RFP and 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.

10.5 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 RFPs 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 preparing the proposal. Submitted Proposals may be retained for official files and may become a public record.

11.0 **PROPOSAL CONTENTS**

11.1 **Technical Proposal.** The following information must be included in the Technical Proposal. A Proposal lacking any of the following information may be deemed non-responsive.

- 11.1.1 Contractor's name, address, telephone and fax numbers, and federal tax identification number. Note that if Contractor is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract. The Contractor's name, address, telephone and fax numbers, and federal tax identification number.
- 11.1.2 Name, title, address, telephone number, and email address of the individual who will act as Contractor's designated representative for purposes of this RFP.
- 11.1.3 Describe your company's ability to provide the services listed in Section 2.0. For the Contractor's designated representative and key staff members, include a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- 11.1.4 All required documentation under Section 2.0 Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Contractor has conducted similar services within the past five (5) years. The JBE may check references listed by the Contractor.

11.1.5 Acceptance of the Terms and Conditions.

- i. On Attachment D, Contractor must check the appropriate box and sign the form. If Contractor marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Contractor must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the terms and conditions (in Attachment D) may render a proposal nonresponsive.

11.1.6 Certifications, Attachments, and other requirements.

- i. The Contractor must complete the General Certifications Form (Attachment E) and submit the completed form with its proposal.
- ii. The Contractor must complete the Darfur Contracting Act Certification (Attachment F) and submit the completed certification with its proposal.
- iii. 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.
- iv. Copies of the Contractors (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. The Contractor must complete the Iran Contracting Act Certification (Attachment G) and submit the completed certification with its proposal.
- vii. The Contractor must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment H) and submit the completed certification with its Proposal.

11.2 Cost Proposal. The following must be included in the Cost Proposal.

- 11.2.1 The hourly rate for one mover per day. Indicate if different rates apply based upon job function. Also, indicate if different rates apply to work performed in the evening/after-hours, weekend, and/or holidays.

11.2.2 For internal moves within a JBE, there will be no charges for “time and travel.” The JBE will only be charged an hourly rate per mover.

11.2.3 Please provide travel cost for moves between JBEs listed in Section 2.1.1.1 within the greater Sacramento area and include your service location radius.

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

12.0 OFFER PERIOD

A Contractor’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 ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period.

13.0 SELECTION PROCESS

13.1 An evaluation panel composed of predominantly Judicial Council staff will review and score the Proposals, based on the selection criteria given in this RFP.

13.2 **Interviews.** The Judicial Council may, at its discretion, hold interviews of the Contractors to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked Proposals. The Contractors will be notified of their interview date and time. Notifications will be sent to the email addressed provided as the Contractor’s contact information. Interviews will be held remotely via video conference. In the event that the Judicial Council chooses not to hold interviews and a Master Agreement is to be awarded under this RFP, the Judicial Council will post on the website publishing this RFP a Notice of Intent to Award that lists the names of the highest-scoring selected Contractors, if any.

13.3 **Award.** After the interviews, if any, the ranking of the Contractors according to the selection criteria will be adjusted and the highest-scoring Contractors will be contacted regarding contract award and execution. If a Master Agreement will be awarded under this RFP, the Judicial Council will post a Notice of Intent to Award on the website publishing this RFP that lists the names of the highest-scoring selected Contractors.

13.4 **Verification.** At any time, Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Consultant, their key personnel, and their sub-consultants.

14.0 EVALUATION OF PROPOSALS

14.1 **Required Contents.** At the time Proposals are opened, each Proposal will be reviewed for minimum requirements and the presence or absence of all required contents.

14.2 **Proposal Evaluation.** Proposals will be evaluated on the basis of qualifications and hourly rates. The Judicial Council will evaluate and score submitted Proposals according to the following criteria with the following weights (“Proposal Evaluation”):

CRITERION	MAXIMUM NUMBER OF POINTS
Technical Qualifications (Credentials of staff to be assigned to the project, company’s skills and abilities, background, experience, references)	22
Acceptance of Terms and Conditions	10
Ability to meet timing requirements to complete the project.	15
DVBE Incentive	3
Cost Proposal	50

15.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each Proposal will be retained by the Judicial Council for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records.

If information submitted in a Proposal contains material noted or marked as confidential and/or proprietary that, in the Judicial Council’s sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Judicial Council finds or reasonably believes that the material so marked is not exempt from disclosure, the Judicial Council will disclose the information regardless of the marking or notation seeking confidential treatment.

16.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a Proposal non-responsive.

Contractor will receive a DVBE incentive if, in the sole determination of the JBE’s staff, Contractor has met all applicable requirements. If Contractor receives the DVBE incentive, the dollar amount of its Proposal will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible Proposal, not to exceed \$100,000.

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”).

If Contractor wishes to seek the DVBE incentive:

1. Contractor must complete and submit with its proposal the Contractor Declaration (Attachment I). Contractor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Contractor must submit with its Proposal a DVBE Declaration (Attachment J) 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.

Failure to complete and submit these forms as required will result in Contractor not receiving the DVBE incentive. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in Contractor not receiving the DVBE incentive.

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 JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its Proposal will constitute a breach of contract.

FRAUDULENT 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

17.0 ADMINISTRATIVE RULES GOVERNING RFPs

17.1 The Judicial Council's Administrative Rules Governing Requests for Proposals can be found in Attachment A. By virtue of submission of a Proposal, the Contractor agrees to be bound by said Administrative Rules for this RFP.

17.2 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 in responding to this RFP. One copy of a submitted Proposal will be retained for official files and becomes a public record.

END OF RFP