



# Request for Qualifications

## Qualification of Furniture Vendor Services

### ID/IQ Furniture Vendor Services

***Revised – June 21, 2019***

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The Judicial Council of California, Facilities Services Office seeks to identify a number of vendors qualified to provide furniture vendor services for various projects to be initiated between July 1, 2019, and July 1, 2023 with possible extension to July 1, 2029.

**RFQ number: RFQ-FS-2019-01-DGF**

***PROPOSALS DUE: July 9th, 2019  
NO LATER THAN 2 PM Pacific Time***



JUDICIAL COUNCIL  
OF CALIFORNIA

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OPERATIONS AND PROGRAMS DIVISION  
FACILITIES SERVICES

Date: June 21, 2019  
Action Requested: You are invited to review and respond with a Statement of Qualifications

To: Qualified Vendors for Facilities Modification Projects ID/IQ Furniture Services  
Project Title: Vendors for Furniture Vendor Services Projects ID/IQ Furniture Vendor Services

RFQ Number: RFQ-FS-2019-01-DGF  
Proposals must be received on or before 2:00 PM, on the date and time specified in the RFQ Schedule.

From: Judicial Council of California Facilities Services Office  
Send Statements of Qualifications to: Judicial Council of California Attn: Sheryl Berry 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102  
*(Indicate RFQ Number, Name of Your Firm, on lower left corner of envelope)*

Subject: Request for Qualifications  
Contact: [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov)

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## **1.0 INTRODUCTION**

This Request for Qualifications (“**RFQ**”) is the means for prospective vendors/contractors (“**Proposer(s)**” or “**Vendor(s)**” or “**Contractor**”) to submit a statement of qualifications (“**SOQ**”) to provide modular system furniture (“**MSF**”), freestanding furniture, seating, files, shelving, mobile files, mail room furniture, break room furniture, outdoor furniture, outdoor trash receptacles, and miscellaneous furnishings, including systems planning/field verification, finish selection and installation of furniture, and project management (“**Services**” or “**Productions**”) to the Judicial Council of California (“**Judicial Council**”). The RFQ and all associated documents and addenda are available in electronic form at <http://www.courts.ca.gov/rfps.htm>

- 1.1 The judicial branch of California is a part of California government; independent from the executive and legislative branches. The judicial branch includes the Superior Courts and Appellate Courts of California, as well as the Supreme Court of California. 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 Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, real estate and asset management of facilities for the court system of California.
- 1.2 Pursuant to the Trial Court Facilities Act of 2002 (SB 1732), ownership of and responsibility for most superior court facilities in California has shifted from the counties to the state. Proposers submitting a SOQ to become the Judicial Council’s vendor must be able to supply the Goods and Services. The Judicial Council intends that the selected Proposer(s) will work in cooperation with the Judicial Council to furnish quality products at the lowest price available in a timely and efficient manner. Each year, over the next ten (10) years, the Judicial Council anticipates approximately 10-50 projects with a construction value of \$25,000 to \$25,000,000 per-project pursuant to the Services requested by this RFQ.
- 1.3 All furniture offered must be new and currently in production. **Models that are used, shopworn, refurbished, demonstrator, prototype or discontinued are unacceptable to the Judicial Council. Any SOQs that include those items will be deemed non-responsive.**
- 1.4 Any contract executed as a result of this RFQ will be subject to amendment by mutual consent between the Judicial Council and the successful Vendor(s).
- 1.5 It is the intent of the Judicial Council to award the Indefinite Delivery/Indefinite Quantity (“**ID/IQ**”) Master Contracts to Proposer(s) that offer a broad range of products as indicated on the submission of **Attachment F** attached hereto.
- 1.6 Proposer must have been in business for a minimum of three (3) years.

## **2.0 PURPOSE OF THIS RFQ**

The Judicial Council seeks the services of Vendors qualified to provide the Services. The Vendors will be evaluated and selected to provide services in one or more of the three regions: Bay Area/North Coastal, Northern/Central, and Southern regions. A map of the three regions is included in this RFQ as **Attachment B** attached hereto. Vendors should indicate in **Attachment A** attached hereto the region(s) for which they wish to be considered.

- 2.1 Zone 1 – BANCRO – Bay Area/Northern Coastal Regional Area
- 2.2 Zone 2 – NCRO – Northern/Central Regional Area
- 2.3 Zone 3 – Southern Regional Area

Proposers(s) that are selected will enter into an IDIQ Contract (Judicial Council’s Master Contract for Furniture Services (“**Contract**”) a copy of which is attached hereto as **Attachment E**) with the Judicial Council for the services identified in this RFQ for multiple projects. The Judicial Council anticipates Contracts will be issued to multiple Proposers under this RFQ.

Proposers may be awarded various projects (“**Projects**”) as may arise, based on the location and nature of the services required and the qualifications and resources of the Proposers and often in competition with other Proposers who have also entered into a Contract. The Contracts are known as ID/IQ Contracts because the scope and number of projects and tasks are unknown at the time of contract execution. Each year, over the next then (10) years, the Judicial Council anticipates approximately 10-50 projects with a construction value of \$25,000 to \$25,000,000. The term of the Contracts in support of the Projects will be an initial four (4) year term, with three (3) two-year options to extend. If a specific Project has been awarded that extends beyond the Contract term, the Contract will continue until the Project has been completed, regardless of Project duration.

### **3.0 SCOPE OF SERVICES**

The scope of services required by this RFQ includes some or all of the following services:

3.1 Services: Proposers’ proposed furniture must meet the requirements of this RFQ and must be delivered at designated locations throughout the state as related to the specific Project(s). Additionally, products must meet the minimum requirements listed in **Attachment S** attached hereto, and must be available throughout the Contract’s term. Work will include a variety of new construction projects and existing buildings at numerous court facility locations throughout California as directed by Judicial Council’s project managers. Some Projects may require some limited, ancillary design/finish selection and/or preparation of furniture plans necessary for a turn-key operation based on job walks conducted by the Judicial Council project manager and for the purposes of obtaining permits. It is intended that the Proposer will deliver the total Goods and Services as requested. Proposer agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized by Project specific Service Work Order to be issued by the Judicial Council. A Statement of Work will be provided with each Service Work Order; the Contract terms and conditions, and the specifications, drawings, and special conditions will be provided with the Service Work Order, when applicable.

3.2 Work to be Performed: The Judicial Council intends to award Projects in a timely manner to Vendors that have been awarded a Contract under this RFQ in accordance with the following selection process:

- (i) Work to be Performed less than or equal to \$75,000.00:

If the estimated value of a proposed Project is equal to or less than \$75,000.00, then the Judicial Council may issue a Service Work Order, without soliciting proposals from other Contractor(s) that have been awarded a Contract under this RFQ. The Judicial Council’s project manager will evaluate and review the Contractor’s proposal to confirm that the price of the work is fair and reasonable, and otherwise meets the Judicial Council’s requirements. Once the Judicial Council’s project manager has selected a Contractor, and the Contractor has executed the Service Work Order, a Notice to Proceed will be issued to that Contractor.

- (ii) Work to be Performed greater than \$75,000.00:

If the estimated value of a proposed Project is greater than \$75,000.00, then the Judicial Council intends to solicit proposals from at least three (3) Vendors that have been awarded a Contract under this RFQ, unless there is an emergency or some other incident

which justifies a sole sourcing of those services. Vendors will be provided with a basic description of the Project, and may be required or invited to participate in a site walk. The Judicial Council will provide Vendors with appropriate drawings, specifications, security clearance requirements, permitting information, and other relevant information relating to the Project. The Judicial Council's Project Manager will then award the Project to the Vendor based on price and scoring/evaluation. The scoring/evaluation will be a score sheet based upon, but not limited to, the following criteria: product proposed, functionality, warranty/serviceability, project approach, flexibility of product and special features. Once a Vendor has been selected, the Judicial Council's Project Manager will then, under the existing Contract, issue a Service Work Order with that Vendor for that given Project. Once the Service Work Order has been executed, a Notice to Proceed will be issued to the Vendor.

In the event that one Contractor meets the price and scoring/evaluation criteria for one or more Projects, the Judicial Council reserves the right, in its sole discretion, to limit the award to that Contractor for only one Project and the remaining Projects could then be awarded to the Contractor with the most responsive proposal. The Judicial Council does not guarantee that any Contractor will be awarded a Project or any future Projects.

- (iii) The Judicial Council does not guarantee that a Contractor will either have the opportunity to submit a proposal for a Project, or receive any Service Work Order(s). At all times, including in response to this RFQ and for all subsequent requests for proposals or bids, the Judicial Council reserves the right to award contracts, projects or service work orders to one or more Vendors.
- (iv) In selecting the Vendors pursuant to the above process, Judicial Council reserves the right to consider whether the Contractor or its subcontractors are a DVBE, but in no event shall the Judicial Council be required to consider whether the Contractor or its subcontractors are a DVBE.
- (v) Notwithstanding anything to the contrary, the Judicial Council reserves the right, in its sole discretion, to deviate from the selection process set forth herein, for any reason, including without limitation, for reasons of time constraints, emergencies or expertise of potential Vendors.

### 3.3 License Requirements:

Vendor(s) must hold and maintain a valid **Class B or C, Sub D contractor license(s)** from the State of California. In addition, any subcontractor(s) providing limited installation services must hold and maintain a valid **Class B or C, Sub D contractor license(s)** from the State of California All license(s) must remain active and in good standing throughout the term of the Contract. The Vendor shall notify the Judicial Council in writing in the event its or its subcontractor(s)' license expires, is suspended or has a change in signatory.

### 3.4 Work Hours:

Projects will typically involve an unoccupied court facility that is under construction, while others may involve occupied court facilities. Work hours may be restricted depending upon the Project. The individual Service Work Order will include any restrictions on hours of work. If the Service Work Order does not include a restriction on hours of work, then the work must take place during business hours.

3.5 Prevailing Wage:

Vendors and/or its subcontractors may be required to perform certain work that is subject to California prevailing wage laws pursuant to sections 1770 et. seq of the California Labor Code. Vendors and its subcontractors will be responsible for the proper classification of their employees and for determining whether they are required to pay employees prevailing wage. The following provisions apply to work subject to prevailing wage laws.

- 3.5.1 Payment of Prevailing Wage. The selected Vendor and all subcontractors must pay all workers on the Project 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.
- 3.5.2 Prevailing Wage Rates. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, 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/oprl/DPreWageDetermination.htm>). If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Vendor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Vendor shall notify the Judicial Council immediately, and the Judicial Council will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.
- 3.5.3 DIR Registration. The selected Vendor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

*A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.*

- 3.5.4 Subcontractor DIR Registration. The selected Vendor 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 (“**DIR**”) that are set forth in Labor Code section 1725.5. The Vendor 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. Prior to any subcontractor performing work on any Project, Vendor shall provide the subcontractor DIR registration number in writing to the Judicial Council, this requirement applies to all levels of subcontractor(s) on the Project regardless of tier.

3.5.5 Compliance. Each Vendor acknowledges that, for purposes of Labor Code section 1725.5, certain work may be a public work to which Labor Code section 1771 applies. Projects under the Contract are subject to compliance monitoring and enforcement by the DIR. The selected Vendor shall post job site notices, as prescribed by regulation. The selected Vendor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project. Vendors must also comply with any applicable apprenticeship requirements under the Labor Code.

### 3.6 Bonds:

For each Project that is \$25,000 or more and involves limited installation services, Vendors will be required to furnish an Supply/Installation Bond/Payment Bond in the amount equal to 100% of the value of the applicable Project.

### 3.7 Insurance:

The successful Vendor/subcontractor for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensations and Employer's Liability, Automotive Liability, and Builder's Risk Coverage or Installation Insurance pursuant to the insurance provisions set forth in the Contract. Policy limits and insurance requirements are specified in the Contract. Insurance requirements may be increased as determined by the scope of work for particular Project.

### 3.8 Backgrounds Checks:

The successful Vendor for each Project will be required to comply with the Judicial Council Background Check Policy as set forth in the Contract.

### 3.9 Conflict of Interest:

A Vendor, person, firm, or subsidiary who has performed consulting services on a specific Project, may not be considered for, nor be awarded a Service Work Order for Furniture Services for that same Project.

### 3.10 Designated Subcontractors:

Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council will incorporate the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) ("**Subcontractor Listing Law**") into the Contract. Accordingly, the Judicial Council will fully enforce the provisions of the Subcontractor Listing Law, including, specifically Public Contract Code sections 4109 and 4110. Vendor must adhere to the rules governing subcontracting as set forth in the Subcontractor Listing Law and all subcontractor substitutions shall be in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law provisions by the Vendor may subject the Vendor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

The Vendor(s) awarded a Contract under this RFQ will be required to list their subcontractors, if any, on the Service Work Order on a Project by Project basis.



**4.0 SCHEDULE OF EVENTS - Revised**

To be considered, SOQ must be submitted to the Judicial Council in written form, no later than the time and date indicated in the Schedule of Events below. Vendors must ensure compliance with the dates and times set forth in the Schedule of Events and processes set forth in this RFQ. **Failure to comply with the Schedule of Events may result in a Vendor’s SOQ being deemed nonresponsive.**

No.	Events	Dates (Pacific Time)
1	Issuance of Request for Qualifications	May 24, 2019
2	Pre-SOQ Teleconference 1-877-820-7831 P/C 440984	June 3, 2019 11:00AM to 12:00PM
3	Deadline for Vendor’s requests for clarifications, modifications or questions regarding the RFQ (See Attachment I). Email all questions to: <a href="mailto:CapitalProgramSolicitations@jud.ca.gov">CapitalProgramSolicitations@jud.ca.gov</a>	June 10, 2019
4	Questions and answers posted ( <i>estimate only</i> )	<b>June 21, 2019</b>
5	<b><u>ADDRESS AND DEADLINE— Hard copy qualifications and electronic copy must be delivered to:</u></b> Judicial Council of California Attn: Sheryl Berry 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	<b>July 9, 2019 by 2PM Pacific Time</b>
6	Posting of Short Listed Vendors ( <i>estimate only</i> )	<b>July 23, 2019</b>
7	Interviews of Short Listed Vendors ( <i>optional</i> )	<b>July 30, 2019</b>
8	Notice of Intent to Award on the Court website: <a href="http://www.courts.ca.gov/rfps.htm">http://www.courts.ca.gov/rfps.htm</a> ( <i>estimate only</i> )	<b>August 13, 2019</b>

**5.0 RESPONDING TO THE REQUEST FOR QUALIFICATIONS**

The Judicial Council has developed the Schedule of Events referenced in Section 4 with dates showing the key events in this solicitation process. The RFQ and schedule are subject to change, and the Judicial Council does not send notifications of changes to this RFQ or the schedule to prospective Vendors and is not responsible for failure of any Vendor to receive notification of any change in a timely manner.

Vendors are advised to visit the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to the RFQ, including the Schedule of Events. Prospective Vendors must take the following actions according to the specified timelines in order to participate in this process.

**5.1 Optional: Attend/Participate by Phone in the Pre-SOQ Conference**

The Judicial Council will provide an overview of the Project, introduce key Judicial Council personnel, and answer questions. Although questions will be responded to verbally, the official and binding response will be the written responses posted to the Judicial Council website (<http://www.courts.ca.gov/rfps.htm>).

Call in information for the Pre-SOQ conference:

**Date and Time:** June 3, 2019 from 11:00AM to 12:00PM

**Call-in Number:** 1-877-820-7831

**Participant Code:** 440984

Attendance is optional although the Judicial Council will keep a written record of those Vendors that attend the Pre-SOQ conference. The Judicial Council **will not** reject a Proposal based upon attendance at the Pre-SOQ conference.

Vendors may email limited questions to be answered in their Intent to Respond email per Section 5.2 below **prior to the date** of the Pre-SOQ conference.

### 5.2 **Optional:** Intent to Respond

Vendors intending to respond to this RFQ are requested to notify the Judicial Council by sending an email to [capitalprogramsolicitations@jud.ca.gov](mailto:capitalprogramsolicitations@jud.ca.gov) with the RFQ number and name in the subject line prior to the date of the Pre-SOQ conference. Please include the name, address, telephone, and e-mail address of the Vendor and contact person.

Questions in the Vendor's Intent to Respond email should be limited to the RFQ process and general questions regarding the overall nature of the Projects. Vendors should specifically identify and cite the particular section of the RFQ about which the Vendor has questions.

**The Judicial Council will post answers to specific questions and requests for information submitted by Vendors as indicated in the Schedule of Events.**

### 5.3 Preparing and Submitting Statement of Qualifications

Responsive SOQ should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFQ, and clarity of content.

Vendor's SOQ should clearly and accurately demonstrate the specialized knowledge and experience required for services under consideration. The SOQ shall be prepared in an 8.5" x 11" format, using a table of contents to divide sections of the Qualification Questionnaire for Vendors. Attachments, except as noted, will not be accepted. In a sealed envelope (clearly marked: "VENDOR Submittal, RFQ Number"), submit your entire SOQ package to the following address:

**Judicial Council of California**  
**Attn.: Sheryl Berry**  
**RFQ-FS-2019-01-DGF**  
**455 Golden Gate Avenue, 6th Floor**  
**San Francisco, CA 94102**

#### SOQ Contents:

- a) One (1) copy in paper form of the SOQ, which consists of:
  - a. A cover letter (as referenced in section 5.3.1);
  - b. A completed Qualification Questionnaire for Vendors attached hereto as **Attachment D**.

- b) **One (1) USB or flash drive** containing the entire SOQ package, including the completed SOQ. Please ensure electronic files of the Proposal SOQ are in .pdf format and are compatible with PCs.

Please use the following naming convention for electronic files:

*'Abbreviated Name of Company @RFQ Number'*

- c) One (1) original of the Payee Data Record Form completed in the exact legal name of the Vendor's business signed by an authorized representative of the Vendor (Do not bind Payee Data Record form into the SOQ packet).

Provide the following with the SOQ:

- 5.3.1 **Cover letter.** The cover letter shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing Vendor (**one page maximum**). The cover letter must be signed by an authorized representative of the prospective Vendor.
- 5.3.2 **Service List Grouped by Zones – Attachment A.** Indicate (yes or no) as to the proposing Vendor's ability to service projects within each county. An inability to service a county will not impact the score of an applicant.
- 5.3.3 **Proposed Products – Attachment F.** Proposed products must meet or exceed all minimum specifications detailed in **Attachment S** attached hereto. Vendors will use the Cost Worksheet attached hereto as **Attachment F** ("**Cost Worksheet**") to propose all product lines meeting minimum requirements per **Attachment S** Specifications. Vendors will propose discounts off their catalog of list prices in Attachment F, Cost Worksheet. Vendors will propose hourly rates, surcharges, and prices per hour, as appropriate, in Hourly Rate Cost Worksheet attached hereto as **Attachment F**. These will apply to all purchases of the corresponding items and services during the contract term. This RFQ requires Vendors to propose items on a percentage off list price basis. Vendors must specifically indicate the percentage discount on specific items, or categories of items.
- 5.3.4 **Warranty.** Vendor shall represent and warrant in its SOQ that products provided to the Judicial Council shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The Vendor shall warrant that the terms of this RFQ and any subsequent Contract will supersede any language to the contrary on purchase orders, invoices, or other sources. The Vendor must use new products, parts, and components for all new equipment purchased by the Judicial Council. The Vendor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.
- 5.3.5 **Qualification Questionnaire for Vendors:**  
Complete Questionnaire attached hereto as **Attachment D** in full, per specific instructions included therein.

Section 1: Part A – General Information  
Part B – Data Required

Section 2: Parts I through V

Prospective Vendors shall describe specific responses to the selection criteria in Parts I through V. Responses should provide specific information regarding experience, expertise of the key personnel, description of continuous quality improvement process, and capacity to deliver high quality services for projects located within the county zones identified on **Attachment A** attached hereto, and any other relevant selection criteria information not provided elsewhere in the Questionnaire form.

5.4 Delivery Method of SOQs

SOQs shall be provided, in written form, no later than the time and date indicated in the Schedule of Events of the most current version of this RFQ, or as may be amended by the Judicial Council. SOQs are not to be submitted as e-mails. SOQs may be sent by US mail service certified mail, or overnight delivery carrier, or may be delivered in person. The Vendor assumes all risk of loss regarding any delivery method it chooses to use, and the Judicial Council shall not be held responsible for any failure of any delivery service/method. The Vendor is solely responsible for ensuring delivery no later than the date and time specified. The Judicial Council will return unopened any SOQ received after the time specified in the most current Schedule of Events.

**6.0 SELECTION PROCESS**

- 6.1 An evaluation panel composed of predominantly Judicial Council Facilities Services staff will review and score the SOQs, based on the selection criteria, and establish a short-list.
- 6.2 Judicial Council will post the short-list on the Judicial Council website; Vendors on the short-list will be notified of their interview time and place. Interviews will be held at the Judicial Council offices in San Francisco and Sacramento or as otherwise determined. Interviews are optional and will be held at the sole discretion of Judicial Council. If Interviews are not conducted, Judicial Council will post the selected firms on the Judicial Council website.
- 6.3 At any time, the Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Vendor, its key personnel, and its subcontractors.
- 6.4 The Judicial Council reserves the right to disqualify any Vendor based upon a lack of proper license, failure to maintain required registration with the DIR, a history of serious violations of law, debarment, or any other factor that would interfere with the Judicial Council’s ability to enter into a contract with the Vendor, regardless of scoring in other categories, and at Judicial Council’s sole discretion.
- 6.5 After the interview process, Vendors will be ranked based on the selection criteria and the highest-scoring firms will be contacted regarding contract execution. The selected Vendors will be posted on the Judicial Council website.

**7.0 EVALUATION OF SOQs**

The Judicial Council will evaluate SOQs using the following criteria:

<b>POINTS</b>	<b>CRITERIA</b>	<b>100 POINTS MAXIMUM</b>
10	<p><b><u>ORGANIZATIONAL PERFORMANCE</u></b></p> <p>Vendor’s performance as an organization, including licensing history, years in business, disputes, financial stability, and compliance with laws and regulations.</p>	

10	<p><b><u>RELEVANT PROJECTS:</u></b>          Relevant projects in scope and size including providing furniture and limited installation for at least one construction project for a public entity in the State of California. Experience on a construction project for a public entity may include work as the prime vendor and/or work as a first tier subcontractor.</p>
10	<p><b><u>REFERENCE EVALUATION</u></b>          The Judicial Council will contact references provided by the Vendor to evaluate previous client satisfaction in the past five (5) years. See the Qualification Questionnaire for Vendors and Reference Checks for additional details.</p>
20	<p><b><u>PROJECT MANAGEMENT AND KEY PERSONNEL EXPERTISE:</u></b>          Demonstrated expertise and effectiveness in how the Vendor has managed projects, and directed or participated in projects of similar scope and size. Completion of projects in accordance with laws and regulations.          Demonstrated expertise of key personnel in performing similar scopes of work, including relative degrees, licenses and certifications.</p>
15	<p><b><u>QUALITY CONTROL:</u></b>          Vendor's representation to the warranty requirements of this RFQ, and ability of the Vendor to handle warranty callbacks and minimize response time for warranty callbacks.</p>
25	<p><b><u>FEE AND PRODUCT(S):</u></b>          Vendor demonstrates the ability to provide the Judicial Council with a wide variety of products suitable for the Services at reasonable prices.</p>
5	<p><b><u>SAFETY PROGRAM EFFECTIVENESS:</u></b>          Ability of the Vendor to provide effective management oversight of safety services and programs in connection with the performance of Work on projects of similar scope and size.</p>
5	<p><b><u>DVBE REQUIREMENTS:</u></b>          Vendor is DVBE certified.</p>

**8.0 PROPOSED CONTRACT TERMS**

- 8.1 Agreements with successful Vendors will be signed by the parties on the Judicial Council's Master Contract for Furniture Services ("**Contract**") a copy of which is attached hereto as **Attachment E**.
- 8.2 The Judicial Council reserves the right to modify or update the terms and conditions of the Contract in the interest of the Judicial Council, in whole or in part at any time through negotiation of the Contract with the Vendor. By submitting for this RFQ, the prospective Vendor: a) will provide the services required in the Contract, and b) has no objections to the terms and conditions of the Contract other than those detailed in a red-lined version of Attachment E.
- 8.3 If a satisfactory Contract cannot be reached between the Judicial Council and a selected Vendor within ninety (90) calendar days of notification of selection, the Judicial Council reserves the right to terminate negotiations with that Vendor and attempt to reach satisfactory contractual agreement with another qualified Vendor.
- 8.4 The Vendor(s) selected under this RFQ will not be precluded from consideration nor given special status in any future RFQ(s) issued by the Judicial Council.

8.5 The Judicial Council cannot guarantee the amount or duration of the work, nor can the Judicial Council guarantee that any Projects will be awarded to the Vendor under the terms of the Contract.

8.6 Provision of the Work: Work shall be provided in accordance with Project Service Work Order(s) to be issued by the Judicial Council under the Contract resulting from this procurement, and shall be subject to the provisions of the Contract accompanying this RFQ, including any additional provisions specified in the Service Order(s) with regard to schedule, key personnel, insurance and subcontractors.

8.7 Compensation: The method of compensation will vary on a Project by Project basis, and compensation may be based on a Time and Materials, Not to Exceed, or Firm Fixed Price basis.

## **9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Judicial Council has an overall program participation goal of a minimum of three percent (3%) for Disabled Veteran Business Enterprises (“**DVBE(s)**”) for the Judicial Council’s overall program. If a Vendor under this RFQ represents itself as a DVBE, the Vendor shall demonstrate DVBE compliance and complete a DVBE Compliance Form. Information about DVBE resources can be found on the Executive Branch’s website at <http://www.dgs.ca.gov/pd/Programs/OSDS/legislation.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

## **10.0 ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUALIFICATIONS**

### **A. General**

1. This RFQ (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of SOQs, the award of any contract, and any issues raised with regards to this solicitation or to these Administrative Rules Governing Requests for Qualifications/Proposals themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By submitting a SOQ, prospective Vendors agree to be bound by these Administrative Rules. If a prospective Vendor has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the Judicial Council’s requirements and needs for goods and/or services, the RFQ includes instructions which prescribe the format, content, and the date and time due of SOQ that are being solicited. Vendors must adhere to all instructions provided in the RFQ when submitting SOQs.

### **B. Errors in the RFQ or Administrative Rules**

1. If a prospective Vendor who desires to submit a SOQ discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ; is of the opinion that the structure of the RFQ does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFQ’s requirements is onerous or unfair; believes that the RFQ unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective Vendor must, at least 2 full business days before the due date of the SOQs, provide the Judicial Council with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective Vendor is of the opinion that the RFQ or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFQ. Failure to provide the Judicial Council with such written notice as specified

above on or before the time specified above forfeits the prospective Vendor's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the Judicial Council will evaluate the request and will, prior to the date established for submission of the SOQs, at its sole discretion determine if it chooses to modify the RFQ. If any modification is made, it will be published by the Judicial Council to the Judicial Council's website advertising the solicitation.
3. If a prospective Vendor submitting a SOQ knows of (or if it can be reasonably demonstrated should have known of) an error in the RFQ but fails to notify the Judicial Council of the error as prescribed above, the prospective Vendor is submitting a SOQ at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the Judicial Council.

**C. Questions and Confidentiality**

1. Prospective Vendors are entitled to ask questions about the RFQ and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFQ. Except as otherwise specified below, the Judicial Council's responses to questions submitted shall be published to the public website for the procurement.
2. Any material that a prospective Vendor considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective Vendors are hereby advised not to include such information in their SOQs.
3. If a prospective Vendor's question or a reasonably expected Judicial Council response would reveal information that the prospective Vendor considers to be proprietary, the prospective Vendor should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective Vendor must submit a written statement explaining how the publishing of said question or the reasonably expected Judicial Council response would damage the prospective Vendor. If the Judicial Council concurs that the disclosure of the question or the Judicial Council's response would expose proprietary information, the question will be answered, but only to that prospective Vendor, and both the question and answer will otherwise be kept in confidence. If the Judicial Council does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective Vendor will be notified.

**D. Addenda**

1. In response to questions raised, or at its sole discretion, the Judicial Council may modify the RFQ website posting or any of any document(s) provided therein at any time prior to the date and time fixed for submission of SOQs. Such modification shall be made via a posting of such change(s) to the Judicial Council's website.

**E. Withdrawal and Resubmission of SOQs**

1. A prospective Vendor may withdraw its SOQ, but only in its entirety, at any time prior to the deadline for submitting SOQs by notifying the Judicial Council in writing of its withdrawal. Any such notice of withdrawal must bear the signature of an individual and assert that that individual has the requisite authority from their organization to make such a withdrawal. Withdrawals must be made in writing, and must be submitted as a PDF document by e-mail to the e-mail address established for the submission of questions in the RFQ document.

2. A prospective Vendor who has withdrawn a SOQ may thereafter submit a new SOQ, provided that it is received at the Judicial Council no later than the SOQ due date and time specified in the RFQ.
3. Withdrawals made in any other manner, regardless of whether oral or written, will not be considered, and, if received, will not be accepted as valid.
4. SOQs cannot be withdrawn after the SOQ due date and time specified in the RFQ.

**F. Evaluation Process**

1. In accordance with the provisions of the RFQ, an evaluation will be made of all SOQs rightfully received, to determine if they are complete with regard to the materials required for submission by the RFQ and to determine if they otherwise comply with the requirements established in the RFQ.
2. If a SOQ submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFQ, the SOQ will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFQ. Material deviations cannot be waived.
3. The Judicial Council, at its sole discretion shall have the right to waive immaterial deviations of SOQs with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFQ.
4. The Judicial Council's waiver of an immaterial deviation for one prospective Vendor shall in no way act to excuse that prospective Vendor from material compliance with any other RFQ requirement. The Judicial Council's waiver of an immaterial deviation for one prospective Vendor shall in no way act to excuse other prospective Vendor(s) from material compliance with that same requirement.
5. SOQs that make false or misleading statements or contain false or misleading information may be rejected, if, in the Judicial Council's sole opinion, the Judicial Council concludes that said statements and/or information were intended to mislead the Judicial Council.
6. During the evaluation of the SOQs, the Judicial Council has the right to require a prospective Vendor's representative to answer questions with regard to the SOQ submitted. Failure of a prospective Vendor to demonstrate that the claims made in its SOQ are in fact true may be sufficient cause for deeming a SOQ to be materially in non-compliance with the requirements of the RFQ.

**G. SOQs: Rejection, Negotiation, Selection Rights**

1. In accordance with the provisions of the RFQ, the Judicial Council may reject any or all SOQs.
2. The Judicial Council reserves the right to negotiate the content of the SOQ proposed with one or more individual prospective Vendors if it is deemed in the Judicial Council's best interest.
3. The Judicial Council reserves the right to make no selection if SOQs are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

**H. Award of Contract**

1. Award of contract, if made, will be in accordance with the provisions of the RFQ except to the degree that any immaterial deviation(s) have been waived by the Judicial Council.



2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting and appropriations methods. The Judicial Council makes no guarantee of funding through its solicitation for goods and/or services via an RFQ.

**I. Execution of Contracts**

1. The Judicial Council will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFQ within the time specified in the RFQ, or, if no time has been specified in the RFQ, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFQ that are raised by a prospective Vendor may delay the execution of contracts. If the negotiation of exceptions raised results in a delay of the planned time of execution past the time period allowed for as specified above (unless otherwise extended in writing by the Judicial Council), the Judicial Council, at its sole discretion, shall have the right to disqualify the award made.
2. By submitting a SOQ, a prospective Vendor consents to the use of the form of contract posted with the RFQ rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance with the provisions for the raising and answering of questions as given in the RFQ, and not following notification of an award. The Judicial Council will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the Judicial Council's responses to questions as the Judicial Council's final position on a question raised, nor rely on the Judicial Council's answers as a guarantee of a later successful negotiation of terms.

**J. Protest Procedure**

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective Vendor to comply with any of the requirements of the protest procedures set forth in this Section K will render a protest inadequate and will result in rejection of the protest by the Judicial Council. Such failure and subsequent rejection shall act to further forfeit the right of the prospective Vendor to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFQ or upon alleged improprieties in regard to the Judicial Council's execution of its responsibilities with regard to receipt and evaluation of the SOQs, or grant of award(s) but only as such responsibilities are specified in the RFQ document.

**A. Protests Based on Allegedly Restrictive Requirements:**

Protests alleging restrictive requirements in the RFQ must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFQ raised later than as specified in Section C will not be considered a valid protest, will be rejected by the Judicial Council, and the prospective Vendor shall have no further recourse under this procedure, including no further right of appeal.

**B. Protests Based on Alleged Improprieties in Regard to the Judicial Council's Execution of its Responsibilities:**

A prospective Vendor who has actually submitted a SOQ may protest the Judicial Council's rejection of its RFQ for failure to comply with the requirements of the RFQ, or upon the basis

of an allegation of improprieties with regard to the Judicial Council's responsibility to fairly and impartially evaluate the RFQs and make awards, but only insofar as such responsibilities are specified in the RFQ document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

- i. If a SOQ is rejected because of an alleged failure to provide the SOQ to the Judicial Council on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the SOQ with regard to any other requirement necessary to make a correct submission as specified by the RFQ, the prospective Vendor may file a protest. Said protest must provide verifiable documentation that it has submitted a SOQ in compliance with all the RFQ's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full Judicial Council business days following the date of dispatch of the notice of rejection.
- ii. If a SOQ is rejected because the SOQ submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFQ, the prospective Vendor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the SOQ submitted was in fact complete and/or is in fact in compliance with the RFQ requirement(s) in question. Such protests must be filed within (5) full Judicial Council business days following the date of dispatch of the notice of rejection.
- iii. If a SOQ fails to win an award or qualify the prospective Vendor for a short listing for further evaluation and the prospective Vendor alleges that said failure was due to a failure of the Judicial Council to fairly and impartially execute its responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFQ, the prospective Vendor may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the Judicial Council has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full Judicial Council business days following the date of posting of award notices to the Judicial Council website for the RFQ.

In order to be considered valid, all such protests:

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFQ document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the Judicial Council reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.

6. Must cite **all** protests that the prospective Vendor intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

Any protest failing to meet or provide the appropriate requirements as noted above shall not be considered valid and will be rejected as non-compliant by the Judicial Council and the prospective Vendor shall have no further recourse under this procedure, including any right of appeal.

If the course of investigation of a protest and when the Judicial Council deems necessary, the Judicial Council may request and protestor shall make best efforts to provide further evidence or documentation as requested by the Judicial Council.

The existence of a protest will in no way act to restrict the right of the Judicial Council to proceed with the procurement. The Judicial Council, at its sole discretion, may elect to withhold the contract award(s) until the protest is resolved or denied or may proceed with the award as it deems in the best interests of the State of California.

Protests should be sent to:

Judicial Council of California  
Attn: Christine Powlan, RFQ-FS-2019-01-DGF  
Branch Accounting and Procurement  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102

#### **K. Protest Decisions**

1. The protest will be forwarded to the appropriate Contracting Officer at the Judicial Council, who will assess the protest submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid protest under said rules, shall examine the issues raised and materials provided. Invalid protests shall be returned accompanied with a statement detailing the aspects of the protest submitted that failed to comply with the Administrative Rules.
2. If the protest submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of a fair and reasonable remedy.

The Contracting Officer will endeavor to provide the protesting prospective Vendor with a written judgment within ten (10) Judicial Council business days following the day of receipt of the protest. The judgment shall include a description of any relief or remedy that shall be provided.

If awarding a remedy, the Judicial Council shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- Award the contract consistent with the RFQ
- Extend an additional award to the protesting prospective Vendor
- Terminate the already existing contract that resulted from the RFQ and award the contract to the protesting prospective Vendor
- Terminate the already existing contract that resulted from the RFQ for convenience and re-solicit the RFQ

- Refrain from exercising options to extend the term of the contract that resulted from the RFQ and re-solicit sooner than originally planned
  - Other such remedies as the Judicial Council may deem necessary and appropriate.
3. While the Judicial Council will endeavor to investigate the protest and provide a written response to the prospective Vendor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the protest and is not able to provide a response within said period of time, the Judicial Council will notify the prospective protesting Vendor of the expected time within which it shall provide a response.

**L. Appeals Submission**

1. The Contracting Officer's ruling and any relief specified in the ruling shall be considered the final judgment and adequate relief regarding the protest unless the protesting Vendor the after seeks an appeal of the ruling or relief prescribed.
2. All appeals are subject to, and shall follow, the process provided below.  
The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the Judicial Council's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFQ. In order to be accepted as valid, any such appeal must be received by the Judicial Council within five (5) Judicial Council business days following the date of issuance of the Judicial Council Contracting Officer's decision.

The justification for an appeal is specifically limited to the following.

- a. Facts and/or information related to the protest, as previously submitted, that were not reasonably available at the time the protest was originally submitted; or
- b. Allegation(s) that the Contracting Officer's decision regarding the protest contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Allegation(s) that the decision of the Contracting Officer with regards to the protest was in error of law or regulation.

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective Vendor shall have no further recourse under this procedure, including any further right of appeal.

In order to be considered valid, all requests for appeal must be:

- 1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFQ document and addressed to the Judicial Council's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.
- 2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
- 3. Must provide the title of the solicitation document under which the appeal is submitted.

4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the Judicial Council reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective Vendor intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

**M. Appeals Decisions**

1. The Judicial Council's Senior Manager, Business Services will assess the appeal submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid appeal under said rules, shall examine the issues raised and materials provided. Invalid appeals shall be returned accompanied with a statement detailing the aspects of the appeal submitted that failed to comply the Administrative Rules.
2. If the appeal submission is deemed valid, the Judicial Council will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy, the Judicial Council Senior Manager Business Services will endeavor to provide the appealing prospective Vendor with a written judgment within ten (10) Judicial Council business days following the day of receipt of the appeal. The judgment shall include a description of any relief or remedy that shall be provided.
3. While the Judicial Council will endeavor to investigate the appeal and provide a written response to the prospective Vendor within ten (10) Judicial Council business days, if the Judicial Council requires additional time to review the appeal and is not able to provide a response within said period of time, the Judicial Council will notify the appealing prospective Vendor of the expected time within which it shall provide a response.
4. The judgment of the Judicial Council Senior Manager Business Services and any relief or remedy specified shall be final and are not subject to further appeal.

**N. News Releases**

News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the Judicial Council Senior Manager, Business Services.

**O. Disposition of SOQ Materials Submitted**

All materials submitted in response to the RFQ will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the prospective Vendor submitting the SOQ. One copy of a submitted SOQ will be retained for official files and become a public record.

**P. Payment and Withholding**

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFQ, and additional payment terms as may be stated for specific Projects. Prospective Vendors are hereby advised that Judicial Council payments are made by the State of California (“**State**”), and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the Judicial Council and the selected Vendor.

**ATTACHMENT A**

**Service List Grouped by Zones**

**(Please indicate with a ‘YES’ or ‘NO’ your firm’s ability to provide a specific service within each county of California.)**

County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there or within 100 miles? Yes or No
<b>ZONE 1-BANCRO</b>			
Alameda County			
Contra Costa County			
Del Norte County			
Humboldt County			
Lake County			
Marin County			
Mendocino County			
Monterey County			
Napa County			
San Benito County			
San Francisco County			
San Mateo County			
Santa Clara County			
Santa Cruz County			
Solano County			
Sonoma County			
<b>ZONE 2-NCRO</b>			
Alpine County			
Amador County			

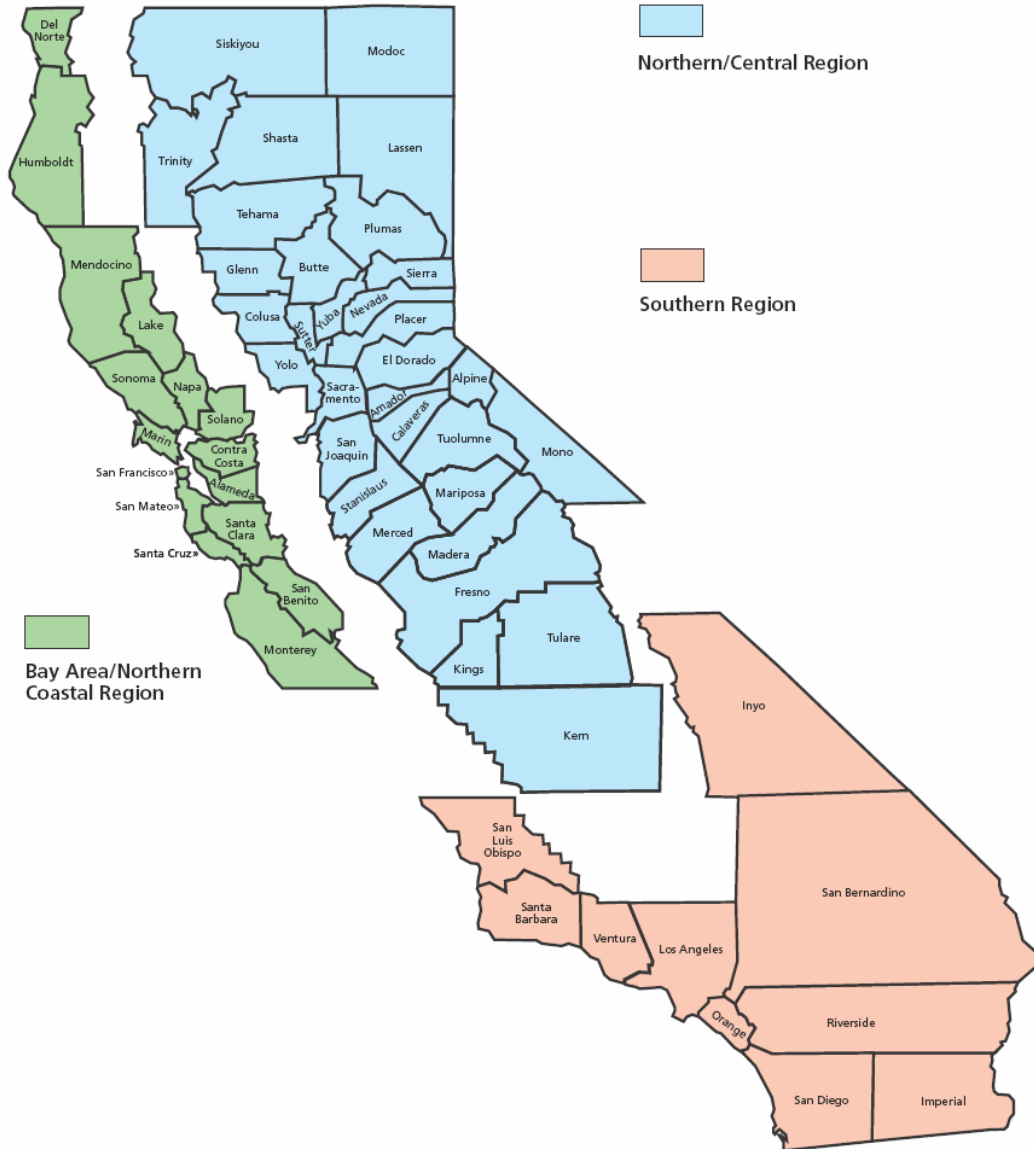
County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there or within 100 miles? Yes or No
Butte County			
Calaveras County			
Colusa County			
El Dorado County			
Fresno County			
Glenn County.			
Kings County			
Lassen County			
Madera County			
Mariposa County			
Merced County			
Modoc County			
Mono County			
Nevada County			
Placer County			
Plumas County			
Sacramento County.			
San Joaquin County			
Shasta County.			
Sierra County			
Siskiyou County			
Stanislaus County			
Sutter County			



County (MODIFY, SORT BY ZONE)	Yes or No	Past Projects there? Yes or no	Office there or within 100 miles? Yes or No
Tehama County			
Trinity County			
Tulare County			
Tuolumne County.			
Yolo County			
Yuba County			
<b>ZONE 3 – Southern Region Area</b>			
Imperial County			
Inyo County			
Kern County			
Los Angeles County			
Orange County			
Riverside County			
San Bernardino County			
San Diego County			
San Luis Obispo County			
Santa Barbara County			
Ventura County			

### ATTACHMENT B

### Judicial Council of California-Regional Map



## **ATTACHMENT C**

### **Administrative Rules Governing RFQ'S (Non-IT Services)**

#### **1. COMMUNICATIONS WITH THE JUDICIAL COUNCIL OF CALIFORNIA (“Judicial Council”) REGARDING THE RFQ**

Except as specifically addressed elsewhere in the RFQ, Proposers must send any communications regarding the RFQ to [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) (the “Solicitations Mailbox”). Proposers must include the RFQ Number in subject line of any communication.

#### **2. QUESTIONS REGARDING THE RFQ**

Proposers interested in responding to the RFQ may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the timeline of the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Judicial Council’s responses will be made available prior to the proposal due date and time.

#### **3. ERRORS IN THE RFQ**

- A. If, before the proposal due date and time listed in the timeline of the RFQ, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFQ. Without disclosing the source of the request, the Judicial Council may modify the RFQ before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the Judicial Council of an error in the RFQ known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFQ, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **4. ADDENDA**

- A. The Judicial Council may modify the RFQ before the proposal due date and time listed in the timeline of the RFQ by issuing an addendum. It is each Proposer’s responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

#### **5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Proposer.

The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Judicial Council no later than the proposal due date and time listed in the timeline of the RFQ. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFQ.

## **6. ERRORS IN THE PROPOSAL**

If errors are found in a proposal, the Judicial Council may reject the proposal; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

## **7. RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFQ, the Judicial Council may cancel the RFQ for any or no reason. After the proposal due date and time listed in the timeline of the RFQ, the Judicial Council may reject all proposals and cancel the RFQ 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 Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Proposer from full compliance with RFQ specifications. Until a contract resulting from this RFQ is signed, the Judicial Council reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Judicial Council reserves the right to issue similar RFQs in the future. The RFQ 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.
- D. Proposers are specifically directed **NOT** to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Proposer's proposal.

## **8. EVALUATION PROCESS**

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFQ requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.
- C. During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

**9. DISPOSITION OF MATERIALS**

All materials submitted in response to the RFQ will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Proposer submitting the proposal.

**10. PAYMENT**

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFQ.
- B. **THE JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Judicial Council and the selected Proposer. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the selected Proposer.

**11. AWARD AND EXECUTION OF AGREEMENT**

- A. Award of contract, if made, will be in accordance with the RFQ to a responsible Proposer submitting a proposal compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Judicial Council.
- B. A Proposer submitting a proposal must be prepared to use a standard Judicial Council contract form rather than its own contract form.
- C. The Judicial Council will make a reasonable effort to execute any contract based on the RFQ within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Judicial Council no later than thirty (30) business days after receipt of agreement form. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

**12. FAILURE TO EXECUTE THE AGREEMENT**

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Proposer.

**13. NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of **Peggy Symons**.

**14. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the Judicial Council, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Judicial Council pursuant to the proposal. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code section 4554.)

**15. AMERICANS WITH DISABILITIES ACT**

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to [CapitalProgramSolicitations@Jud.Ca.Gov](mailto:CapitalProgramSolicitations@Jud.Ca.Gov).

**ATTACHMENT D**  
(Separately attached on Web Site)  
(To be filled out and submitted)

## Attachment D

# Qualification Questionnaire for Furniture Vendor Services

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455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

# QUALIFICATION QUESTIONNAIRE FOR VENDORS FOR FACILITIES MODIFICATION

## PROJECTS

(ID/IQ Furniture Vendors )

### CONTENTS OF QUALIFICATION QUESTIONNAIRE PACKAGE

#### **1. General Instructions and Information**

#### **2. Qualification Questionnaire [documents to submit]**

- ❑ Part I – Organization Information and Affidavit
- ❑ Part II – Essential Requirements for Qualification
- ❑ Part III – Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
- ❑ Part IV – Organization’s Statement of Experience and Recent Furniture Projects Completed
- ❑ Part V – Attachments Required
  - Vendor’s Liability Insurance
  - Vendor’s Workers’ Compensation Insurance
  - Vendor’s Bonding Capacity



## 1. GENERAL INSTRUCTIONS AND INFORMATION

### A. GENERAL INFORMATION

Vendor and/or Vendor's installation subcontractors must hold and maintain a valid Class B or C, Sub D contractor license(s) from the State of California. Vendor will be required at the time of award of a Project to provide documentation demonstrating the proper license for it and/or its installation subcontractors.

The vendor(s) responding to this Qualification Questionnaire must provide answers to questions contained in the attached questionnaire, information about current license, insurance, bonding capacity, and any accompanying notes and supplemental information as required. The Judicial Council of California ("Judicial Council" will use these documents as the basis of rating Vendors in respect to the size and scope of contracts upon which each Vendor is qualified. The Judicial Council reserves the right to check other sources available. The Judicial Council's decision will be based on objective evaluation criteria.

The Judicial Council reserves the right to adjust, increase, limit, suspend or rescind the qualification rating based on subsequently learned information. Vendors whose rating change is sufficient to disqualify them, will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a qualification rating.

While it is the intent of the qualification questionnaire and required documents to assist the Judicial Council in determining a select list of Vendors neither the fact of qualification, nor any qualification rating, will preclude the Judicial Council from considering and/or determining whether a Vendor has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness to be awarded a contract.

### B. DATA REQUIRED

All portions of Qualification Questionnaire Parts I through V should be completed, with additional information attached if the space provided does not suffice. Failure to include the information called for may result in disqualification. It is essential that furniture related projects and installation experience of the Vendor be demonstrated, as such experience is considered in establishing qualification.

**NOTE:** The qualification packages (questionnaire answers and verification of bonding capacity) submitted by Vendors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. To the extent that state law requires that the names of Vendors applying for qualification status be public record subject to disclosure, the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Vendor on whose behalf that person is signing. If any information provided by a Vendor becomes inaccurate, the Vendor

must immediately notify the Judicial Council and provide updated accurate information in writing, under penalty of perjury.

The Judicial Council reserves the right to waive minor irregularities and omissions in the information contained in the qualification questionnaire submitted, to make all final determinations, and to determine at any time that the qualification procedures will not be applied to a specific future public works project.

## **2. QUALIFICATION QUESTIONNAIRE**

The specific documents that must be submitted are attached.

- Part I – Vendor Information and Affidavit
- Part II – Essential Requirements for Qualification
- Part III – Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
- Part IV – Organization’s Statement of Experience and Recent Furniture Projects Completed
- Part V – Attachments Required
  - Vendor’s Liability Insurance
  - Vendor’s Workers’ Compensation Insurance
  - Vendor’s Bonding Capacity

This space intentionally left blank

**PART I. VENDOR INFORMATION and AFFIDAVIT**

The following documents, Qualification Questionnaire, Parts I through V, are to be completed by the Vendor:

Vendor Name: \_\_\_\_\_  
(as it appears on business license)

Check One:

Corporation

Partnership

Sole Prop.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If Vendor is a sole proprietor or partnership:

Owner(s) of Company \_\_\_\_\_

Vendor / sub-contractor's License Number(s):

Vendor's California Department of Industrial Relations Registration Number(s):

\_\_\_\_\_

*AFFIDAVIT*

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed name and title)

**PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**Vendor will be subject to disqualification if it fails to meet essential qualifications.**

1. Vendor's installation subcontractors possess a valid and current California Contractor's Class B or C, Sub D license for the project or projects for which it intends to submit a bid.

Yes       No

2. Vendor maintains commercial general liability insurance with a policy limit of not less than:

Each Occurrence Limit	\$2,000,000
Personal and Advertising Liability Limit	\$2,000,000
General Aggregate Limit	\$4,000,000
Per Project Products - Completed Operations Aggregate	\$2,000,000

The products completed operations liability insurance shall extend for three years after final completion of the work.

Yes       No

3. Vendor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes       No

4. Vendor maintains business automobile liability insurance with a policy limit of at least \$1,000,000.00 per accident.

Yes       No

5. Vendor can provide builders risk coverage or installation insurance that covers the work to be performed under the Contract for direct physical loss or damage while in the course of transportation, erection, installation and completion (limits of liability equal to the final completed project value).

Yes       No

6. Have you the Vendor or your sub-contractor's license been revoked at any time in the last five years?

Yes       No

7. Has Vendor been terminated from a project (or otherwise failed to complete a project) which then required a surety to either complete the project on your behalf or pay for completion of the project within the last five (5) years?

Yes       No

8. At the time of submitting this qualification form, is Vendor ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes       No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last seven years, has Vendor or any of its owners or officers been convicted of a crime involving a government contract or a government furniture installation project, including but not limited to, fraud, false claims, kickback schemes, wage theft, etc.

Yes       No

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**Organization and Structure of Business**

1. State the following:
  - a. Name of Vendor:
  - b. Type of business entity (ie, corporation, partnership, sole proprietorship, joint venture);
  - c. Date of formation or incorporation:
  - d. Identify each person or entity with more than 10% ownership interest:
  - e. Identify any related business names, such as dba(s), or subsidiaries, etc.:
2. How many years has your organization been in business in California as a Vendor under your present business name and license number?

\_\_\_\_\_ Years

3. Vendor's gross revenues for each of the last three calendar years:

20\_\_ \$ \_\_\_\_\_

20\_\_ \$ \_\_\_\_\_

20\_\_ \$ \_\_\_\_\_

4. Has Vendor been in bankruptcy at any time during the last five years?

Yes       No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and if applicable, a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

5. Are any corporate officers, partners or owners connected to any other Furniture company?

NOTE: Include information about each company, describe relationship with other company, and state if an owner, partner, or officer of your company holds a similar position in another company.

Yes       No

If "yes," explain on a separate signed page.

### **Licenses**

6. List all California contractor's license numbers, classifications and expiration dates of the California contractor licenses held by Vendor / sub-contractor(s):

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7. If any of Contractor's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

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8. Has any Contractor State License Board (CSLB) license held by Vendor / sub-contractor(s), its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes       No

If "yes," please explain on a separate signed sheet.

### **Disputes**

9. At any time in the last five years has Vendor been assessed and paid liquidated damages after completion of a project under a furniture installation contract with either a public or private owner?

Yes       No

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.



10. In the last five years has Vendor, or any company with which any of Vendor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another furniture firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes       No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

11. At any time during the past five years, has any surety company made any payments on Vendor's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a furniture installation project, either public or private?

Yes       No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

12. Has Vendor or any of its owners, officers or partners ever been found liable in a civil suit, administrative proceeding, or any other forum, for making any false claim, material misrepresentation, or any other fraudulent activity to any public agency or entity?

Yes       No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

13. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes       No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety**

14. Has a state or federal Occupational Safety and Health Administration (OSHA) cited and assessed penalties against Vendor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes       No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

15. Has a state or federal Environmental Protection Agency (EPA) or any local/regional Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Vendor or the owner of a project on which your company was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes       No

If “yes,” attach a separate signed page describing each citation.

**Labor Law, Prevailing Wage and Apprenticeship Compliance Record**

16. Has there been more than one occasion during the last five years in which Vendor was required to pay either back wages or penalties for your failure to comply with state or federal labor laws, including but not limited to, overtime wages, prevailing wage laws, or apprenticeship requirements?

Yes       No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

**PART IV. ORGANIZATION'S STATEMENT OF EXPERIENCE  
RECENT FURNITURE VENDOR INSTALLATION PROJECTS  
COMPLETED**

---

Name of Organization (Name must correspond exactly with name listed on business license)

Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity. Provide specific project related experience, relevance of scope, size and complexity. Please label responses consistent to the categories listed below and include project name, location, furniture and installation value, and owner contact information.

**1. Relevant Projects**

Submit at least six (6) examples of your organization's relevant projects with furniture and installation costs ranging between \$25,000 and up to \$25,000,000 that have been completed within the last five (5) years. Relevant projects shall include as many of the following components and furniture types, as applicable; including at least one (1) furniture and installation project for a public entity in the State of California (e.g. State of California, cities, counties, school districts, and special districts, etc.):

- Facilities with a minimum of 5,000 gross square footage area and furniture and installation costs up to \$ 25,000,000.00
- Court facilities
- Secure facilities
- New Construction
- Projects requiring completion of the project in phases, possibly allowing owner occupancy of portion of completed phase(s) prior to final completion of whole project
- Projects requiring work in existing site/facility that remains occupied and operational, while new work is constructed in the existing facility

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project. List each project by name, location, year of completion, and owner's name, owner's project manager's name and current contact information including phone number. Include a description of the furniture type, project schedule, and the furniture and installation value of the work performed. Photos and other graphic materials would be helpful to delineate each project. For purposes of meeting the requirement of one (1) furniture and installation project for a public entity in the State of California, work as either the primary vendor or a first tier subcontractor will suffice. A sample format is included.

**Relevant Project submittals should be no more than six (6) pages total.**

**2. Client References.**

Vendors shall provide five (5) client references that must be from recently completed projects. Please include the following with each client reference: name of entity/firm, contact person, their phone number/email, project title, location, and start/end dates.

**Client Reference submittals should be no more than one (1) page total.**

**3. Project Management Expertise**

Indicate how your organization has managed, directed or participated in projects of similar scope. Indicate your organization's management structure, lines of authority and hierarchy. Provide information on how schedules, costs, and quality are maintained throughout a project. Indicate how communications between the various stakeholders (owner, project design consultants, tenants and inspectors) and the General Contractor are managed to ensure all project requirements are addressed and met. This should include both on-site personnel and home office staff.

**4. Quality Control**

Describe your organization's philosophy for producing quality projects and your approach to quality control. Provide information on how you handle minimizing warranty callbacks and typical response time for warranty callbacks. (Typical response time is from initial request by Owner to final resolution of issue to Owner's established requirements.) Describe how coordination has been achieved and communicated to the client, subcontractors and other tradespersons on projects of similar size, scope and complexity.

**5. Key Personnel**

Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include principal(s), or officer(s) having overall project responsibility, as well as on-site project manager(s), schedule manager(s), and all others involved in the management of the project. Provide an overview of how your organization intends to manage and interface with the home office, owner, specialty subcontractors and Judicial Council representatives during the installation of the project.

**6. Safety**

Ability of the Vendor to provide effective management oversight of safety services and programs in connection with the performance of Work on projects of similar scope and size.

**SAMPLE FORMAT - Example Project Description and Information**

Names and references must be current and verifiable. Use separate sheets that contain all of the following information:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Architect or Engineer: \_\_\_\_\_

Architect or Engineer Contact (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Project Manager (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Description of Project, Scope of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Total Value of Project (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

**NOTE: Include information to address all the previously listed categories; project management, quality control, key personnel and safety program.**

**PART V. ATTACHMENTS REQUIRED**

---

Name of Organization (Name must correspond exactly with Contractor's License)

**The following documents, Attachments 1 and Attachment 2 are to be provided to the Judicial Council by the Organization.**

**Provide all of the attachments listed below**

- Attachment 1 - **Current Copy of Vendor / sub-contractor(s) California Contractor's License(s)**
- Attachment 2 - **Proof of Vendor's Liability Insurance (i.e. Certificate of Insurance)**
- Attachment 3 - **Notarized Statement from Worker's Compensation Insurance Carrier**
- Attachment 4 - **Evidence of Vendor's Bonding Capacity**

**Attachment 1** – Current Copy Vendor / sub-contractor(s) California Contractor License(s)

Exchange this page for a current copy of your Vendor / sub-contractor(s) California Contractor License(s).

**Attachment 2** – Evidence of Vendor’s Liability Insurance

Exchange this page for documentation of Vendor’s current liability insurance, including commercial liability coverage, automobile coverage, excess liability coverage, etc. (i.e. Certification of Insurance).

**Attachment 3** – Notarized Statement from Worker’s Compensation Insurance Carrier

Exchange this page for a Notarized Statement from your Workers Compensation Carrier providing evidence of Vendor's Workers Compensation Coverage.

**Attachment 4** – Evidence of Vendor’s Bonding Capacity

Exchange this page for documentation which demonstrates Vendor’s current bonding capacity.

**ATTACHMENT E**

**Master Contract Sample Template**

**(THIS CONTRACT WILL BE ATTACHED TO THE WEBSITE NO LATER THAN WEDNESDAY,  
MAY 29<sup>th</sup>, 2019 BY CLOSE OF BUSINESS)**



**ATTACHMENT F**

**IDIQ-Furniture Product and Hourly Rate & Cost Worksheet-Sample**

(Separately attached on Web Site)

**Expand spreadsheet as necessary to include all product lines**

**ATTACHMENT G**

**General Certifications Form**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT H**

**Proposer's Acceptance of Terms and Conditions**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT I**

**Form for Submission of Questions and Answers**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT J**

**Payee Record Data Form**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT K**

**Internal Background Check Policy**

(Separately attached on Web Site – Sample not be completed until award)

**ATTACHMENT L**

**DVBE-Participation-Form**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT M**

**Darfur Certification Form**

(Separately attached on Web Site)

**To be filled out and submitted**



**ATTACHMENT N**

**Noncollusion Declaration Form**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT O**

**Unruh Act Certification Form**

(Separately attached on Web Site)

**To be filled out and submitted**

**ATTACHMENT P**

**Request for Payment Form – Sample**

Separately attached on Web Site

**ATTACHMENT Q**

**Modular Systems Furniture  
Statement of Compliance**

Vendor shall submit a Statement of Compliance with the proposal.

**Chlorofluorocarbon / Hydro chlorofluorocarbon Restrictions**

I have completely read and understood all the requirements of Modular Systems Furniture specifications (Attachment S).

I certify that the offered Modular Systems Furniture (MSF) was tested according to all the test standards listed in "TABLE A" of the specification (section 3.2.1) and MSF is compliant to all requirements of the specification.

Vendor's Name: \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT R**

**Greenhouse Gas Reporting Questionnaire**

(Separately attached on Web Site)

**ATTACHMENT S**

**Minimum Product Specifications**

(Separately attached on Web Site)