



# Request for Proposals

JUDICIAL COUNCIL OF CALIFORNIA

CAPITAL PROGRAM

**Subject:** Request for Proposals (RFP)  
for IT Services for Superior Court of  
California, County of Sutter

**RFP Number:** JBCP-2015-10-JMG

## 1. OVERVIEW

The Judicial Council of California (“**Judicial Council**”), chaired by the Chief Justice of California, is the chief policy making entity of the State of California Judicial branch of government (“**Judicial Branch**”). The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council’s Capital Program office is responsible for the planning, design, construction, real estate and facilities management for the Superior and Appellate Court facilities in California, including site acquisitions, property dispositions, and real estate and asset management.

## 2. PURPOSE OF THIS RFP

The Judicial Council seeks to identify and retain a qualified firm to provide IT services for the Sutter Court. This RFP is the means for IT support firms to submit their qualifications and pricing Proposals to the Judicial Council for consideration, along with detailed descriptions of services provided.

Based upon the evaluation of the Proposals submitted, the Judicial Council will determine the most qualified firm and enter into contract with one of them.

During the contract, the move and relocation firm will provide move services, as more particularly described in **Attachment A (Scope of Services)**.

The Superior Court of California, County of Sutter (Court) is seeking proposals for IT services to support the relocation of court operations from all current court locations into a new main facility. The Court currently occupies two (2) locations and three (3) buildings in Yuba City, California, including:

- a. Historic Courthouse, located at 446 Second Street, Yuba City, CA
- b. Courthouse East, located at 463 Second Street, Yuba City, CA
- c. A file storage shed, located behind 463 Second Street, Yuba City, CA

The court will be relocated to a new three (3) story (plus basement) building located at 1175 Civic Center Boulevard, Yuba City, California. This new location will house and consolidate all currently separate locations. The current facilities will relocate to the New Courthouse when construction is completed, estimated to be on or before August 24, 2015.

## 3. JUDICIAL COUNCIL RIGHTS

The Judicial Council reserves the right to reject any and all Proposals in accordance with the provisions of this RFP, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and neither the Judicial Council nor the State of California is in any way responsible for the cost of preparation of Proposals.

#### 4. RFP ADMINISTRATION

4.1 Each person or entity submitting a Proposal (“**Proposer**”) in response to this RFP is advised that, by virtue of the act of providing a Proposal to the Judicial Council, the Proposer is agreeing to be subject to the Judicial Council’s Administrative Rules Governing this Request for Proposal, which are included in this RFP as **Attachment B**. Proposers are advised to read and understand these rules before submitting a Proposal.

4.2 The RFP process and RFP Schedule are subject to change at any time. Changes will be posted to the California Courts website pertaining to this RFP, <http://www.courts.ca.gov/rfps.htm>.

No other notifications of changes will be transmitted.

Proposers are urged to consult the California Courts website pertaining to this RFP regularly to remain apprised of any and all changes. Staying abreast of changes to the RFP is the sole responsibility of the Proposer.

4.3 Throughout this solicitation process, if there is a need to communicate with the Judicial Council regarding this RFP, such communication will be via e-mail to the RFP e-mail address: [capitalprogramsolicitations@jud.ca.gov](mailto:capitalprogramsolicitations@jud.ca.gov).

4.4 Except as provided in Section 4.3 above, and 4.5 and 4.10 below, Proposers and their sub-contractors must not contact any Judicial Council personnel directly regarding either the nature of the services being requested or any activities that are related to this RFP. Violation of this restriction may disqualify a Proposer from consideration for an award.

4.5 Any questions regarding this RFP or requests for changes to the RFP or the legal agreement posted with this RFP (“**Legal Agreement**”) must be submitted no later than the date and time for submission of questions specified in the RFP Schedule. The “Form for Submission of Questions” posted separately to the California Courts website pertaining to this RFP should be used as the means for submitting questions to the RFP e-mail address: [capitalprogramsolicitations@jud.ca.gov](mailto:capitalprogramsolicitations@jud.ca.gov).

4.6 Answers to questions submitted, clarifications, and addenda to this RFP and any changes to the Legal Agreement will be posted on the California Courts website pertaining to this RFP on or before the date specified in the RFP Schedule.

4.7 Proposers should submit their Proposals with the expectation that there will be no further changes to the version of the Legal Agreement posted on the date and at the time Proposals are due.

4.8 Upon receipt, Proposal materials will be given an initial cursory assessment to determine if they seem to comply with the requirements for Proposal submission set forth in Section 5.5 of this RFP. If no deviations or deficiencies are identified, evaluation of the Proposal will continue; however, if, at any subsequent time during the RFP evaluation process, it is

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determined that the Proposal materials are not in compliance as noted above, the Proposal will be disqualified from further evaluation and the Proposer notified.

- 4.9 An evaluation team consisting of Sutter County Court Staff and Judicial Council Staff will evaluate and score the Proposals in all subject areas specified in Section 6.2 below, **except** price. Price Proposals will be scored separately, as described in the Price Proposal Form posted to the California Courts website pertaining to this RFP, by the Judicial Council's Business Services unit, which is responsible for administering this RFP.
- 4.10 If at any time during the evaluation process the evaluation team has questions or otherwise requires clarification of a Proposal, the evaluation team will directly submit e-mail requests for information to the Proposer at the e-mail address the Proposer specifies in its Technical Proposal Form. Proposers will be required to respond within the time frame set forth in the request.
- 4.11 In the process of evaluating the Proposals, the evaluation team may contact client references cited in the Proposals, in order to verify past experience and performance of the Proposer.
- 4.12 Once Proposals have been evaluated and scored in all categories, a Notice of Intent to Award will be posted on the California Courts website pertaining to this RFP listing the selected firms.
- 4.13 Following posting of the Notice of Intent to Award, the Judicial Council's Business Services unit will provide contract documents for signature to awarded Proposers. The Legal Agreement posted with this RFP as a separate document will be used as the contractual document. Prospective service providers are urged to review the Legal Agreement prior to submission of a Proposal. If a Proposer has questions regarding the Legal Agreement, those questions must be raised in accordance with the provisions of sections 4.5 through 4.7 above.
- 4.14 Proposers must sign the Legal Agreement provided by the Judicial Council's Business Services unit and return it within 14 days of receipt. DVBE participation forms must be submitted at that time. Failure to provide a fully completed and acceptable DVBE participation form (See the DVBE Participation Form and section 8 below) will delay the execution of your contract.
- 4.15 If the Judicial Council has not received a signed agreement and acceptable DVBE Form within 14 days of the date of submission to a Proposer, the Judicial Council will have the right to withdraw its award of contract and, if so desired, proceed with an award to a different Proposer.

## 5. PROPOSAL SUBMISSION

- 5.1 Proposals are due on or before the date and time specified in the RFP Schedule or as the RFP Schedule is subsequently modified by any changes posted to the California Courts website pertaining to this RFP. It is the sole responsibility of the Proposer to ensure that the Proposal reaches the Judicial Council on or before the date and time specified.
- 5.2 Proposals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the Judicial Council provides no receipts nor makes any notification of its receipt or failure to receive any Proposal. Please consult your courier service for information in this regard.
- 5.3 Proposals may be sent by US mail, express mail, courier service, or delivered in person to the Judicial Council and must be addressed to the Judicial Council at the address given below. E-mailed and faxed submissions will **not** be accepted. Proposals received in any other manner or at any other location will not be evaluated for an award.
- 5.4 Address / Location for Submission of Proposals:

Judicial Council of California  
Attn: Nadine McFadden, Administrative Coordinator  
Finance – Business Services Unit  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102

*(Indicate RFP Number and Name of Your Firm at lower left corner of envelope.)*

If a Proposal is hand-delivered, it may only be submitted to the Judicial Council at the **6th Floor reception desk** located at the above address. Proposers are advised to obtain a handwritten receipt from the Judicial Council receptionist if submitting a Proposal by courier or in person. If the receptionist is not available, please call Nadine McFadden at 415-865-4962 or, if no answer, John McGlynn at 415-865-8893.

- 5.5 A Proposal (“**Proposal**”) shall consist of the following materials and must be prepared and provided as follows:

### 5.5.1 Printed Documents

- **Technical Proposal Form**

The Technical Proposal document shall be presented as a printed and bound document and shall consist of a fully completed version of the Technical Proposal Form posted to the California Courts website for this RFP. Provide five (5) copies. All copies shall be segregated into a single envelope or box labeled with the name of your organization and the words “Technical Proposal”. DO NOT

**INCLUDE COPIES OF THE PRICE PROPOSAL IN YOUR TECHNICAL PROPOSAL.**

- **Price Proposal Form**

The Price Proposal document shall be presented as a printed document and shall consist of a fully completed Price Proposal Form posted to the California Courts website for this RFP. Provide two (2) copies. These copies must be segregated into a single SEALED envelope labeled with the name of your organization and the words “Price Proposal”.

- **Additional Certifications, Attachments, and Requirements.**

The Judicial Council requires that certain additional certifications, attachments, and forms be completed and provided as part of your Proposal. Please provide, as applicable, the following documents, segregated into a single envelope labeled with the name of your organization and the words “Certifications, Attachments and Requirements”

- a. A signed original document, executed by a properly authorized individual from your organization, of the General Certifications Form posted to the RFP Website.
- b. A completed and signed original of the Iran Contracting Act Certification Form that has been posted to the RFP Website.
- c. A completed and signed original of the “Payee Data Record Form” posted to the RFP Website. The Payee Data Record Form must be completed in the exact legal name under which you are making your Proposal and which will identify you as a party in the Legal Agreement with the Judicial Council.
- d. A completed and signed original of the Darfur Contracting Act Certification Form that has been posted to the RFP Website.
- e. Delinquent Taxpayer Status

Determine whether your organization is listed on either of the lists that may be found at the following internet links:

[www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml)

[www.boe.ca.gov/cgi-bin/deliq.cgi](http://www.boe.ca.gov/cgi-bin/deliq.cgi)

If your organization is listed on either list, provide a written and signed document identifying the list on which your organization is listed.

5.5.2 One (1) CD which includes the following three (3) files:

- A separate MS Word file containing the entire text of your Technical Proposal document. Label this file with the name of your firm and the words “**Technical Proposal - JBCP-2015-10-JMG**”
- A separate MS Word file containing the entire text of your **Price Proposal** document. Label this file with the name of your firm and the words: “**Price Proposal for JBCP-2015-10-JMG**”
- A separate PDF file containing a copy of your completed **Certifications, Attachments, and Requirements.** Label this file with the name of your firm and the words: “**Certifications, Attachments, and Requirements JBCP-2015-10-JMG**”

Label the disk with the name of your firm and RFP Number:

5.5.3 PLEASE NOTE: DVBE documents (see **the DVBE Participation Form**) are **not** to be submitted with your Proposal. The Judicial Council will require DVBE documents only if your firm is awarded an agreement with the Judicial Council.

## 6. PROPOSAL SCORING PROCESS

- 6.1 Proposals that conform to the content and format requirements of this RFP with regard to the submission of Proposals will be evaluated and ranked according to the assigned weights for the subject areas being evaluated, as indicated below.
- 6.2 Subject areas to be evaluated and ranked, and the weights accorded them, are as follows:

Possible Points	SUBJECT AREAS TO BE EVALUATED
50	<b>Price:</b> Price will be scored as specified in this Section 6, as further described below.
10	<b>Quality of Workplan submitted:</b> The degree to which the work plan submitted with your RFP provides a process for the move that the Judicial Council deems acceptable
40	<b>Experience on Similar Assignments.</b> As evidenced by Proposal responses in the Technical Proposal form.D.

Possible Points	SUBJECT AREAS TO BE EVALUATED
<b>100</b>	<b><u>Total</u></b>

- 6.3 The scoring of all categories **except price** will be performed by Sutter Court and Judicial Council personnel. All subject areas **except price** will be ranked from 1 - 5 by each evaluator. The average ranking of all evaluators for each subject area will be divided by 5 and multiplied by the maximum number of points possible for that subject area (shown above) to calculate the final score for that subject area. These scores will be published to the California Courts website pertaining to this RFP.
- 6.4 Following publication of scores for the subject areas **excluding price**, the Price Proposals will be opened, evaluated and scored by the Judicial Council's Business Services unit.
- 6.5 Points for price will be awarded in accordance with the process specified in the Judicial Branch Contracting Manual, Chapter 4C, Appendix A, beginning on page 29. See: <http://www.courts.ca.gov/documents/jbcl-manual.pdf>. The price tabulation and scoring process is also completely documented in the Price Proposal Form.
- 6.6 Following calculation of Price Proposal points, the previously awarded scores for the other subject areas will be combined with the Price Proposal score to determine the final scores. Price scores and final scores will be posted to the California Courts website pertaining to this RFP.
- 6.8 The Judicial Council will provide the selected Proposers with a copy of a completed Legal Agreement for signature in accordance with the RFP Schedule.

**7. AGREEMENT TERMS AND CONDITIONS**

- 7.1 The Judicial Council will enter into agreements with the selected Proposer using the Legal Agreement which establishes the services to be provided and sets forth the obligations of the parties, including prices and fees to be charged. The Legal Agreement is included as a separate document posted with this RFP.
- 7.2 The term of the master agreement will be for the duration of the moving services.

**8. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). Proposers are subject to this participation



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goal. If a Proposer is selected under this RFP to enter into an agreement with the Judicial Council, the Judicial Council will require that the Proposer participate in the DVBE program at this level. Participation will be documented in the DVBE Compliance Form provided with this RFP. Information about DVBE resources that may assist you in formulating your DVBE program can be found on the Executive Branch's internal website at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

## ATTACHMENT A – SCOPE OF SERVICES

### OVERVIEW

Move and relocation services required by the Judicial Council are described below. Services will be required to support the Sutter Court.

### USE OF SUBCONTRACTORS

Use of subcontractors will not be permitted. Any firm with whom the Judicial Council contracts will itself remain the sole point of contact with the Judicial Council, will be solely responsible for the supervision of the move.

### REQUIRED SERVICES

- I. **Phasing** – Anticipated phasing is described below. Court and vendor to determine actual phasing and delivery schedule.
  1. Week One: Monday through Saturday (8/24 – 8/28)  
Support services as described in Section III will be required all week. Estimated move and deployment schedules are below, broken into several phases:
    - a. Phase I: Monday 8/24  
*\*normal business hours*
      - i. Approximately 8 staff moves
      - ii. Post-Move support
    - b. Phase II: Monday 8/24 through Thursday 8/27
      - i. Complete approximately 20 equipment deployments
      - ii. Complete move preparation
      - iii. Complete approximately 5 staff moves for vacant desks and staff on vacation
      - iv. Complete 1 move of courtroom equipment
      - v. Post-Move support
    - c. Phase III: Thursday 8/27
      - i. Commence approximately 35 staff moves\*\*  
*\*\*disconnect will occur at 3pm, movers to relocate ASAP*
      - ii. Post-Move Support
    - d. Phase IV: Friday 8/28
      - i. Complete moves from Thursday 8/27
      - ii. Complete approximately 5 courtroom moves
      - iii. Complete approximately 20 staff moves\*\*  
*\*\*disconnect will occur at noon, movers to relocate staff ASAP*
      - iv. Complete public terminal moves

- v. Post-Move support
- e. Phase V: Saturday 8/29
  - i. Finish moving equipment.
  - ii. Post-Move support
- 2. Week Two: Monday 8/31 and Tuesday 9/1
  - i. Post-Move support
  - ii. IT server and network equipment relocation

## **II. Moves**

Disconnect of all equipment at the existing facilities and physical transport of the equipment from the existing locations to the new courthouse will be performed by a moving company under a separate contract.

- 1. Staff
  - a. Approximate total of 60 staff; see phasing for timing of moves.
  - b. Once moving company has relocated equipment to new courthouse
    - i. Mount monitor(s) on monitor arms, where applicable
    - ii. Mount computer(s) in slings, where applicable
    - iii. Reconnect all items outlined above and test to insure connectivity
    - iv. Cable management shall be observed and cables shall be routed using wire management, cable trays, and Velcro ties where necessary.
    - v. Test workstation with staff member to ensure connectivity and functionality.
- 2. Technology equipment in shared spaces
  - a. 8 All-in-One public terminal PCs and related equipment
    - i. Once moving company has relocated equipment to new courthouse
      - 1. Mount PC on PC arm where applicable
      - 2. Reconnect all items and test to insure connectivity and functionality
      - 3. Cable management shall be observed and cables shall be routed using wire management, cable trays, and Velcro ties where necessary.
  - b. Courtrooms – Clerk and Bench workstations, scanners, phones, multifunction printers, etc.
    - i. Once moving company has relocated equipment to new courthouse
      - 1. Mount monitor(s) on monitor arms, where applicable
      - 2. Reconnect all items, including connections to courtroom A/V system and test

3. Cable management shall be observed and cables shall be routed using wire management, cable trays, and Velcro ties where necessary.
3. IT Server and Network Equipment
  - a. Assist Court IT staff with racking of approximately 15 servers, switches and storage arrays.

### **III. Support Services**

1. Equipment Deployment
  - a. Configuration and deployment of approximately 25 new PC workstations, including monitor(s), printers, POS terminals, receipt printers, label printers, and other peripherals, using court-established procedures and configuration software.
2. Move Preparation
  - a. Pre-install cables, such as network patch, power, and video cables at workstations
  - b. Install patch cables from patch panels to switches in MDF and IDF rooms
  - c. Mount monitors
3. Post-Move Support
  - a. Helpdesk Support
    - i. Assist Court IT staff with receiving and completing helpdesk tickets and calls by troubleshooting issues with workstations, peripherals, connectivity, etc., re-addressing static IP devices according to an IP plan, adjusting workstations and equipment, and escalating systems issues as necessary
  - b. Issues Log
    - i. All issues will be logged in the helpdesk system to track them through to resolution. An end of day report out will be held with Court IT staff and technical support staff to ensure all issues are addressed or escalated and routed to the appropriate vendor for assistance and resolution. Steps taken to resolve the issue will also be documented for future reference.
  - c. Testing and Troubleshooting
    - i. All equipment will be thoroughly tested once installed or relocated, according to a documented test procedure.
    - ii. If any test fails, support staff will log the issue in the helpdesk system and proceed to take reasonable steps to troubleshoot and resolve the issue.

### **5. Court Responsibilities**

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- a. Provide specific instruction regarding the placement and reconnection of electronic equipment.
- b. Provide procedures for connecting, configuring, and testing PCs and equipment.
- c. Provide deployment plan, move plan, IP plan, and equipment schedules
- d. Supply court-assigned staff, as required and specified in the agreed upon Move Plan, for supervision and direction.

**ATTACHMENT B –  
ADMINISTRATIVE RULES GOVERNING THIS REQUEST FOR PROPOSAL  
(NON-I.T. SERVICES)**

**1. COMMUNICATIONS WITH JUDICIAL COUNCIL REGARDING THE RFP**

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

**2. QUESTIONS REGARDING THE RFP**

- A. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. 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.
- B. If a Proposer’s question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Judicial Council concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Judicial Council does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.

**3. ERRORS IN THE RFP**

- A. If, before the Proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Judicial Council may modify the RFP 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 RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the Proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, 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 RFP before the Proposal due date and time listed in the timeline of the RFP 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 RFP. 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 RFP.

**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 RFP, the Judicial Council may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all Proposals and cancel the RFP if the Judicial Council determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the 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 RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP 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 RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the Proposal.

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- D. Proposers are specifically directed NOT to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP 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. A Judicial Council approved evaluation team will review all Proposals that are received by the RFP deadline to determine the extent to which they comply with RFP 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 RFP.
- C. Cost Proposals will be reviewed and evaluated only if the technical Proposal is determined by the evaluation team to be satisfactory. All figures entered on the cost Proposal must be clearly legible.
- D. During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions regarding 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.

**9. DISPOSITION OF MATERIALS**

All materials submitted in response to the RFP 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 RFP.
- 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 withheld 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 agreement, if made, will be in accordance with the RFP to a responsible Proposer submitting a Proposal compliant with all the requirements of the RFP 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 agreement form rather than its own contract form.



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- C. The Judicial Council will make a reasonable effort to execute any agreement based on the RFP within forty-five (45) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of an agreement.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days of receipt of agreement or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate Judicial Council officials. Any work performed before receipt of a fully-executed agreement shall be at 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 an agreement may not be issued without prior written approval of the Judicial Council.

**14. ANTI-TRUST CLAIMS**

- A. In submitting a Proposal to the Judicial Council, the Proposer offers and agrees that if the Proposal is accepted, 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 Judicial Council 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 the Solicitations Mailbox.

**END OF RFP**