

# REQUEST FOR PROPOSALS - ADDENDUM 2

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**RFP NUMBER:**  
RFP-FS-2022-02-MB

**SECURITY SCREENING EQUIPMENT &  
MAINTENANCE SERVICES**

**PROPOSALS DUE:**

August 10, 2022, NO LATER THAN 3:00 PM PACIFIC TIME



JUDICIAL COUNCIL  
OF CALIFORNIA



## JUDICIAL COUNCIL OF CALIFORNIA

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

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# REQUEST FOR PROPOSALS

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<b>Date</b>	<b>Action Requested</b>
July 19, 2022	Send Proposals to:
<b>To</b>	Non-Cost Proposal email to: <a href="mailto:fs202202mb.soq@jud.ca.gov">fs202202mb.soq@jud.ca.gov</a>
Qualifying Firms	
<b>From</b>	Cost Proposal email to: <a href="mailto:fs202202mb.fee@jud.ca.gov">fs202202mb.fee@jud.ca.gov</a>
Judicial Council of California, Facilities Services	
<b>Subject</b>	<b>Deadline</b>
RFP Number: RFP-FS-2022-02-MB Security Screening Equipment & Maintenance Services	August 10, 2022 by 3:00 PM Pacific Time
	<b>Contact</b> <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>

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## 1. BACKGROUND INFORMATION

- 1.1 The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“**Judicial Council**”) is the staff agency of the Judicial Council. The Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, and real estate and asset management of facilities for the court system of California.
- 1.2 The Superior Court system in California comprises fifty-eight (58) trial courts, one in each county. Trial courts provide a forum for resolution of criminal and civil cases under state and local laws. As used within this Request For Proposals (RFP), the term “trial court” is used synonymously with Superior Court or Court.
- 1.3 This RFP is being issued by the Judicial Council, on behalf of itself, the Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center and the fifty-eight (58) Superior Courts of California (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “JBE”).

## 2. PURPOSE OF THIS RFP

- 2.1 **Contractors.** The Judicial Council seeks to provide a secure environment for the State of California’s judicial branch facilities by establishing, operating and maintaining security screening stations at various facility entry points. The Judicial Council requests proposals from highly qualified vendors with expertise in providing security screening equipment, training, installation, implementation and onsite maintenance services (collectively “Products and Services”) to provide the JBEs with Products and Services as described in section 3 of this RFP. Bidding firms for the purpose of this RFP will be referred to as “Contractors.” Contractors will be evaluated and well qualified contractors will be selected to provide services throughout the State.
- 2.2 There are approximately 340 cabinet x-ray machines and 424 magnetometers located in JBE facilities statewide. Generally, equipment is purchased with five years of service coverage, followed by coverage purchased on a single year basis for the life of the machine. The equipment is typically replaced when it reaches the end of its reasonable life expectancy.
- 2.3 This RFP includes the purchase of new equipment, shipping, installation, training and maintenance of the new equipment and the removal of decommissioned x-ray machines. In addition, this RFP includes a standalone maintenance component to address the period between the expiration of the initial coverage period and end of life, and for coverage of any existing equipment of the same brand purchased prior to the execution of any resulting Master Agreement.
- 2.4 The Judicial Council anticipates awarding one or more Master Agreements to well qualified contractors for an initial three-year term, with two consecutive one-year options for a potential maximum of five years. Each of the two option terms may be exercised at the Judicial

Council's sole discretion. Any resulting Master Agreement is estimated to be effective from September 15, 2022, through September 14, 2025. The resulting contract will be available for use by all JBEs.

2.4.1 Posted with this RFP is the Judicial Council's form of Master Agreement, including the indemnification provision that the Judicial Council will include in that agreement. In accordance with the Judicial Council's Administrative Rules Governing this RFP, attached hereto and incorporated herein as Attachment A, please indicate in Contractor's Proposal if it has any comments or objections to the form of agreement;

**PLEASE NOTE:** The Judicial Council reserves the right in its sole discretion to reject any proposed changes or modifications to the form of Master Agreement, and does not intend to consider any substantive changes to the form of Master Agreement unless they are submitted with the Contractor's Proposal pursuant to the instructions in this RFP; in the event that a Contractor is awarded a contract under this RFP and refuses to execute that contract unless or without requested changes or modifications thereto, the Judicial Council may revoke said award to the Contractor of the services under this RFP. See Attachment C, Acceptance of Terms and Conditions, for further information and direction.

2.5 JBEs may elect, but are not required, to purchase goods and services under any Master Agreement that may be awarded as a result of this RFP. JBEs will be under no obligation to purchase any minimum quantity of goods and services under said Master Agreement.

2.6 **Contractor Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Contractor's performance for quality assurance, safety, duration of the Project, Judicial Council satisfaction, and other relevant factors. The Judicial Council, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Contractors who do not meet minimum performance benchmarks specified in their Business Performance Review.

2.7 **Sole Means.** This RFP is the sole means for prospective Contractors to submit their proposals to the Judicial Council for the services for Security Screening Equipment & Maintenance services, as described within this RFP.

### 3. DESCRIPTION OF PRODUCTS AND SERVICES

#### 3.1 General Description

Contractor shall provide the Products and Services as described, to all JBEs. Contractor shall provide the Products and Services at any time of the year, including during months with inclement weather, to all JBEs. JBE locations are subject to change if a facility closes or if new facilities are opened. Contractor shall provide the Products and Services to the new JBE facilities with the same contractual terms and conditions.

## 3.2 Products and Specifications

Contractor shall provide all manufacturer's part numbers, specification sheets and warranties for the required Products and Services.

### 3.2.1 Magnetometer

- 3.2.1.1 Must meet ADA requirements. All magnetometers must be of a width to permit a wheelchair to pass through it.
- 3.2.1.2 Color: ideally metallic or grey color.
- 3.2.1.3 Materials: non-corrosive materials.
- 3.2.1.4 Power: 120 VAC.
- 3.2.1.5 Power cord length: not less than six (6) feet.
- 3.2.1.6 Must be able to detect mixed alloy and magnetic objects.
- 3.2.1.7 Audible warning system with volume control.
- 3.2.1.8 The unit must have a display on both the exit and entry point that will indicate detection of metallic objects. The display should have zone detection capabilities to indicate the location of said metallic objects.
- 3.2.1.9 Control unit must have immediate selection of security levels and all functions must be programmable via microprocessor. Programming must be done by a built-in keyboard with access secured by a mechanical lock. Control unit must be moveable or duplicated for viewing on either side or end of the unit.
- 3.2.1.10 Must meet all local, state and federal requirements, FAA regulations and be 100% safe for all health-related machines and pacemakers.
- 3.2.1.11 The following optional equipment for the magnetometer should be available: matching assistants (side) table, floor anchor system, wheel attachments, battery back-up and remote viewing accessory.
- 3.2.1.12 Built in counting system.
- 3.2.1.13 Include a description of available calibration test kits that simulate the metallic content of a small knife or gun for use in calibrating the equipment.

### 3.2.2 Standard Cabinet X-Ray System

- 3.2.2.1 Overall size: not exceeding 86" L x 36" W x 62" H.
- 3.2.2.2 *Tunnel size: at least 20" W x 15" H. [Revised]*
- 3.2.2.3 Weight: not exceeding 1200 lbs.
- 3.2.2.4 Power: 120 VAC.
- 3.2.2.5 Conveyor load: up to 300 lbs.
- 3.2.2.6 Conveyor speed: at least 35 fpm.
- 3.2.2.7 Sensitivity: at least 38 AWG.
- 3.2.2.8 Penetration in steel: at least 28 mm.
- 3.2.2.9 Display: Dual screen monitors; at least 17" flat screen LCD.
- 3.2.2.10 Must meet all current federal and California emission and radioactivity standards.
- 3.2.2.11 Must be able to capture image and write to removable media.
- 3.2.2.12 Must have available two (2) optional table lengths for in-feed and out-feed roller tables.
- 3.2.2.13 Must have readily available Operating System with current service pack and patches.

- 3.2.2.14 Must include training/testing software.
- 3.2.2.15 The following optional equipment for the x-ray machine should be available: movable pedestal stand for remote operation and Plexiglas entry/exit shields.

### 3.2.3 Compact Cabinet X-Ray System

- 3.2.3.1 Overall Size: not exceeding 50" L x 30" W.
- 3.2.3.2 Tunnel size: at least 20" W x 12" H.
- 3.2.3.3 Weight: not exceeding 600 lbs.
- 3.2.3.4 Power: 120 VAC.
- 3.2.3.5 Conveyer speed: at least 35 fpm.
- 3.2.3.6 Sensitivity: at least 38 AWG.
- 3.2.3.7 Penetration in steel: at least 10 mm.
- 3.2.3.8 Display: at least 17" flat LCD.
- 3.2.3.9 Must have desktop or wheeled base option.
- 3.2.3.10 Must meet all current federal and California emission and radioactivity standards.
- 3.2.3.11 Must be able to capture image and write to removable media.
- 3.2.3.12 Must have readily available Operating System with current service pack and patches.
- 3.2.3.13 Must include training/testing software.

### 3.2.4 Certifications and Verifications

All products provided by Contractor to the JBEs must be compliant with all standards and regulations required by all federal, state and local governmental entities.

### 3.2.5 Guarantee

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and Contractor shall warrant the equipment against defects in material and workmanship.

## 3.3 Services

### 3.3.1 Installation

All products ordered by the JBEs which require installation shall, as soon as possible after delivery, be completely installed and tested for functionality by the Contractor. The Contractor shall schedule installation, prior to delivery, with the ordering JBE's designated individual.

### 3.3.2 Training

- 3.3.2.1 Contractor shall provide to the JBE ordering any Products and Services a manual which shall include, but not be limited to, instructions on how to operate the functions, best practices, user tips and tricks, how to read the instruments and how to set-up instruments for different uses; the manual

shall be used by those who go through initial training and who will be providing product training to new operators.

- 3.3.2.2 Contractor shall provide a total of four (4) hours of onsite training at the JBE's location for each product described that was purchased by the JBE. Two (2) hours of this training shall be provided at the time the product is installed, fully functioning and accepted by the JBE. The remaining two (2) hours of training shall be provided upon the JBE's request at any time after the initial two (2) hours of training, but no later than twelve (12) months following the date the product was installed, fully functioning and accepted by the JBE. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.
- 3.3.2.3 Upon request of a JBE, Contractor shall provide onsite training in addition to that described in section 3.3.2.2 for each product described in section 3.2 that was purchased by the JBE. Hourly billing rates for additional onsite training (as described in section 3.3.2.3) shall be inclusive of all related costs, including, but not limited to, labor, travel and materials. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.

### 3.3.3 Onsite Maintenance Services and Support

- 3.3.3.1 For products described in section 3.2, Contractor shall provide five (5) continuous years of onsite maintenance services and support which shall commence on the day the purchased product is installed, fully functioning and accepted by the ordering JBE. The onsite maintenance services and support obligations will continue for the required term even if the Master Agreement expires, is terminated, or is not extended, this applies to the required five (5) year maintenance and services from date of installation, as well as any subsequently purchased agreement for extended maintenance and support services. Service agreements for x-ray machines must include an annual preventive maintenance and radiation survey. A copy of the radiation survey must be provided to the ordering JBE.
- 3.3.3.2 Contractor's customer service team shall be onsite within twenty-four (24) hours after a JBE or its representative places a service call. All calls made by a JBE or their representative shall be returned within two (2) hours of the call to confirm time of arrival by Contractor's service representative. Unless otherwise agreed to between Contractor and the JBE or their representative, service shall be performed within the JBE's business hours, which are generally 8:00 am to 5:00 pm PST, Monday through Friday, although hours may vary by location. Contractor shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by the JBE or their representative. Onsite service provided outside of regular business hours are billable at an hourly rate. The responding Contractor's service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.

- 3.3.3.3 Onsite maintenance services and support is the primary vehicle for repair of equipment. Any manufacturer's warranty is considered ancillary to maintenance services and support.
- 3.3.3.4 Contractor shall provide telephone and email support to handle all requests and questions related to onsite maintenance services and support.

### 3.3.4 Customer Service

- 3.3.4.1 Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution of onsite maintenance services and support issues. The customer service process includes, but is not limited to:
  - 3.3.4.1.1 Telephone customer service and onsite service organizational structure.
  - 3.3.4.1.2 Contact process (phone, email, etc.).
  - 3.3.4.1.3 Turnaround time for calls received, in normal, holiday, and emergency situations.
  - 3.3.4.1.4 Follow up process.
  - 3.3.4.1.5 Internal procedures to track customer service contact and resolution.
  - 3.3.4.1.6 Escalation process to resolve outstanding customer service and maintenance services and support issues.
  - 3.3.4.1.7 Remedies for not meeting the required onsite maintenance services and support response time for a service call placed by a JBE, with such remedies to include, but not be limited to, providing loaner equipment.
- 3.3.4.2 Contractor Contact Information: Contractor will be required to provide the following contact information:
  - 3.3.4.2.1 Service and Technical Support  
Telephone: TBD  
Email: TBD
  - 3.3.4.2.2 Purchase Order Submittal  
Contact name: TBD  
Telephone: TBD  
Email: TBD
  - 3.3.4.2.3 Sales Support  
Contact name: TBD  
Telephone: TBD  
Email: TBD



### 3.3.5 Reports

Contractor must provide to the Judicial Council Project Manager in a form acceptable to the Judicial Council, quarterly reports which provide a summary, by JBE, of the Products and Services ordered, including the total value ordered during the quarter reported. The quarterly report must also include serial numbers of the security screening equipment, maintenance services and support coverage or extended maintenance services and support dates for each unit. Quarterly reports must be provided to the Judicial Council Project Manager no later than thirty (30) days after the end of each calendar quarter and must include purchases that are invoiced or paid for with a credit card. The quarterly report must also include a list of dates of the annual preventive maintenance and radiation surveys performed that quarter for newly installed and existing x-ray machines.

## 3.4 Ordering Process

- 3.4.1 The Judicial Council and JBEs may elect, but are not required, to purchase the Products and Services under the Master Agreement. The Judicial Council and JBEs may issue to Contractor a Purchase Order (“Purchase Order”) for Products and Services with possible variation in the form and format of the Purchase Order.
- 3.4.2 The JBEs will be responsible for the receipt and acceptance of all Products and Services ordered from Contractor and will also be responsible for payment pursuant to any resulting Master Agreement terms and conditions as described in Attachment B, Terms and Conditions.
- 3.4.3 The JBE placing a Purchase Order will include the name of the JBE’s contact person (“JBE Project Manager”) in the Purchase Order and the Contractor shall contact the JBE Project Manager regarding questions or payment status associated with the Purchase Order. If the Judicial Council is placing a Purchase Order on behalf of a JBE, then Judicial Council Project Manager is the project manager and the Contractor shall contact the Judicial Council Project Manager regarding questions or payment status associated with the Purchase Order.
- 3.4.4 After a Purchase Order has been issued to Contractor, Contractor must provide the Judicial Council or JBE with an immediate receipt acknowledgement of the Purchase Order. The acknowledgement must be submitted by email, regardless of what method is used to place the Purchase Order and must include a listing of the Products and Services ordered, the delivery, installation and testing dates (if such dates are known at the time the Purchase Order is placed) and Contractor contact information. The Purchase Order is not binding until Contractor provides receipt acknowledgement of the Purchase Order which includes a listing of the Products and Services ordered, the delivery, installation and testing dates (if such dates are known at the time the Purchase Order is placed) and Contractor contact information to the Judicial Council or JBE placing the Purchase Order. Regardless of whether a Purchase Order contains delivery, installation and testing dates, it is the obligation of Contractor to confirm or reconfirm, as applicable, such dates with the Judicial Council or JBE that placed the Purchase Order before Contractor proceeds with such delivery, installation or testing. Contractor understands and acknowledges that the Judicial Council or JBE may not

know the delivery, installation and testing dates at the time a Purchase Order is issued. Contractor further understands and acknowledges that even if a Purchase Order includes such dates, a change in circumstances beyond the reasonable control of the Judicial Council or JBE may require the Judicial Council or JBE to change the delivery, installation and/or testing dates at no additional cost to the Judicial Council or JBE. The time and place of delivery, installation and testing must be acceptable to the Judicial Council or JBE.

### 3.5 Packaging

All products must be delivered in the manufacturer's standard packaging. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Judicial Council or JBE Purchase Order number as well as the name and telephone number of the Contractor's staff member who will be installing the equipment.

Each shipment shall include a packing slip showing the Purchase Order number, the ordering date, ordering department (if appropriate), ship-to location, the item number(s), product description(s), serial number(s), quantity ordered, quantity shipped and backordered items including the expected shipping date.

### 3.6 Delivery Requirements and Shipping Costs

Delivery shall be made as specified on the Purchase Order. All deliveries shall be made F.O.B. (free on board) destination as freight pre-paid. JBEs may not have a loading dock to accept deliveries. Therefore, the Contractor shall assume that all deliveries will be inside deliveries to a specific location as designated by the Judicial Council or JBE and the Judicial Council or JBE shall incur no additional charges for any inside delivery. Specific delivery instructions will be noted on the Purchase Order, including information such as the presence of a locking dock or any special handling requirements. Any damage to the JBE's building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. When damage does occur, it is the responsibility of the Contractor to immediately notify the JBE Project Manager.

Contractor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the JBE's delivery address indicated on the Purchase Order.

It is the responsibility of the Contractor to contact the JBE Project Manager to arrange for the installation of the ordered goods.

### 3.7 Rejection of Goods or Acceptance of Service

If a JBE requests onsite maintenance service, a designated JBE representative ("JBE Representative") will review any completed maintenance or repairs and approve by signing Contractor's service report. The JBE Representative must then be given a copy of this approved Contractor's service report.

Contractor shall arrange for the return of all mis-ordered, mis-shipped, returned or damaged items at no cost to the JBE. There will be no restocking fee for returns of items that are damaged or shipped by the Contractor in error. Contractor shall not charge the JBE for the return of any mis-ordered, mis-shipped or damaged items.

### 3.8 Inventory

The JBEs have an ongoing requirement for the Products and Services and Contractor shall maintain access to a reasonable stock of applicable products necessary to ensure prompt delivery to all JBEs for the duration of the Master Agreement. Failure to maintain access to a reasonable stock shall be deemed a material contractual breach.

### 3.9 Estimated Volumes

No minimum delivery estimate is to be stated in the Master Agreement and neither the Judicial Council nor the JBEs are required to order any Products and Services under the Master Agreement.

### 3.10 Warranty

If a JBE is unable to accept a delivery of equipment or parts, they will be warehoused at a JBE's warehouse until delivery can be made. Warranty of the equipment and parts will not be voided during this period.

## 4. USE OF MASTER AGREEMENT

4.1 Contractor will establish a customer account with the Judicial Council for placing orders on behalf of any JBE and an individual account for any JBE that elects to request services directly from the Contractor under any Master Agreement that results from this RFP.

4.2 Each JBE shall have the right to requests goods or services under any Master Agreement that results from this RFP. Pricing for goods and services shall be in accordance with the prices and fees set forth in any executed Master Agreement, and pricing for the applicable Work (as set forth in the Scope of Work) may not exceed the prices and fees set forth in the Master Agreement.

4.3 Any Master Agreement that results from this RFP shall take precedence over any terms and conditions included on a Scope of Work, purchase order document, document, Contractor's invoice, or similar document.

### 4.4 **Requests for Quotes for Goods and Services.**

4.4.1 Requests for quotes for goods and services under any Master Agreement will be made by the Judicial Council and JBEs through the issuance of a Scope of Work, which may include all or a subset of the goods and services set forth in the Master Agreement. The Scope of Work shall not include any goods and services that were not set forth and previously priced in the Master Agreement. The Scope of Work will reference the specific Master Agreement number and will list and describe all of the requested goods and services from the list of available goods and services offered under the Master

Agreement. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Scope of Work, contract, or terms and conditions included on an invoice or like document.

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

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

#### 4.5 **Authorizing Goods and Services.**

4.5.1 The Establishing JBE under a Master Agreement may at its option place orders to authorize the JBE Work using a Purchase Order or subject to the following: such Purchase Order is subject to and governed by the terms of the Master Agreement and any term in the Purchase Order that conflicts with or alters any term of the Master Agreement or exceeds the scope of the Work provided for in the Agreement, will not be deemed part of the contract between Contractor and that JBE.

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

4.5.3 The JBE will place orders and authorize Work directly from the Contractor.

4.5.4 Contractor will provide the Judicial Council with an immediate acknowledgement of the order. The acknowledgement will be submitted by email, regardless of what method is used to issue the Scope of Work or Purchase Order, and will include: the products and services requested, installation dates, and contact information. If a JBE is placing orders or authorizing Work directly from the Contractor, the Contractor will provide the same information to the JBE.

#### 4.6 **Rejection of Goods or Acceptance of Service.**

If a JBE requests onsite maintenance service, a designated JBE representative (“JBE Representative”) will review any completed maintenance or repairs and approve by signing Contractor’s service report. The JBE Representative must then be given a copy of this approved Contractor’s service report.

Contractor shall arrange for the return of all mis-ordered, mis-shipped, returned or damaged items at no cost to the JBE. There will be no restocking fee for returns of items that are damaged or shipped by the Contractor in error. Contractor shall not charge the JBE for the return of any mis-ordered, mis-shipped or damaged items.

**5. TIMELINE FOR THIS RFP**

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

EVENT	DATE
RFP issued	Tuesday, July 19, 2022
Pre-proposal Teleconference (optional) via video conference (Cisco Webex): Video conference (Cisco Webex): Meeting ID: 2599 396 5975 Meeting passcode: 8JePAwBse28 Or join by phone: 1-650-479-3208 Call-in toll number (US/Canada) Meeting link: <a href="https://calcourts.webex.com/calcourts/j.php?MTID=m08cad5de8b317035add4a035064f880a">https://calcourts.webex.com/calcourts/j.php?MTID=m08cad5de8b317035add4a035064f880a</a>	Tuesday, July 26, 2022 at 9:00 AM Pacific Time
Deadline for written questions to <a href="mailto:Solicitations@jud.ca.gov">Solicitations@jud.ca.gov</a> using Attachment L	Friday, July 29, 2022 by 3:00 PM Pacific Time
Questions and Answers posted	Friday, August 5, 2022
Latest date and time proposals may be submitted (Proposal Due Date and Time)	Wednesday, August 10, 2022 by 3:00 PM Pacific Time
Evaluation of Technical Proposals ( <i>estimate only</i> )	Wednesday, August 17, 2022
Anticipated interview and/or live demo date ( <i>estimate only</i> )	Week of August 22, 2022
Evaluation of Cost Proposals ( <i>estimate only</i> )	Thursday, August 25, 2022
Notice of Intent to Award ( <i>estimate only</i> )	Friday, August 26, 2022
Contract start date ( <i>estimate only</i> )	Thursday, September 15, 2022
Contract end date: ( <i>estimate only</i> )	September 14, 2025

## 6. RFP ATTACHMENTS

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

ATTACHMENT	DESCRIPTION
<b>Attachment A:</b> Administrative Rules Governing RFPs (Non-IT Goods and Services)	These rules govern this solicitation.
<b>Attachment B:</b> JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Contractor”) must sign a JBE Master Agreement containing these terms and conditions (the “Terms and Conditions”).
<b>Attachment C:</b> Contractor’s Acceptance of Terms and Conditions	On this form, the Contractor must indicate acceptance of the Terms and Conditions.  Note: Any material exceptions to the Terms and Conditions shall be a negative factor in the evaluation.
<b>Attachment D:</b> General Certifications Form	The Contractor must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment E:</b> Darfur Contracting Act Certification	The Contractor must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. (The Darfur Contracting Act Certification can be found at <a href="https://www.courts.ca.gov/18759.htm">https://www.courts.ca.gov/18759.htm</a> under Sample Solicitation Documents).
<b>Attachment F:</b> Small Business Declaration	The Contractor must complete this form only if it wishes to claim the small business preference associated with this solicitation.
<b>Attachment G-1:</b> Payee Data Record (STD 204)	This form contains information the State of California requires in order to process payments and must be submitted with the proposal.
<b>Attachment G-2:</b> Payee Data Record Supplement (STD 205)	This form is optional and is used to provide remittance address information if different than the mailing address on the Payee Data Record, for multiple remittance addresses, and additional Authorized Representatives of the Payee not identified on the STD 204.
<b>Attachment H:</b> Unruh and FEHA Certification	The Contractor must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
<b>Attachment I:</b> Bidder Declaration	The Contractor must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
<b>Attachment J:</b> DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
<b>Attachment K:</b> Iran Contracting Act Certification	The Contractor must complete the Iran Contracting Act and submit the completed certification with its proposal.
<b>Attachment L:</b> Questions and Answers Form	The Contractor shall use this form to submit questions (if applicable) to Judicial Council prior to deadline listed on the Timeline section of this RFP.
<b>Attachment M:</b> Cost Proposal Form	Contractor must list its proposed pricing for each of the services described in this solicitation and include in submission of Cost Proposal.

## 7. PRE-PROPOSAL CONFERENCE

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

**Date and Time: July 26, 2022 at 9:00 A.M. (PST)**

Video conference (Cisco Webex):

Meeting ID: 2599 396 5975

Meeting passcode: 8JePAwBse28

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

Meeting link: [https://calcourts.webex.com/calcourts/j.php?](https://calcourts.webex.com/calcourts/j.php?MTID=m08cad5de8b317035add4a035064f880a)

[MTID=m08cad5de8b317035add4a035064f880a](https://calcourts.webex.com/calcourts/j.php?MTID=m08cad5de8b317035add4a035064f880a)

## 8. SUBMISSIONS OF PROPOSALS

- 8.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content. Please only submit documentation which has been specified in this RFP. Materials sent which fall outside of that specified within this RFP may not be considered in proposal scoring.
- 8.2 This RFP process and RFP schedule are subject to change at any time. Changes will be posted to the RFP website (<http://www.courts.ca.gov/rfps.htm>), and no other notifications of changes will be provided. Prospective participants are urged to consult the website in a timely manner to remain apprised of any changes. Staying abreast of changes regarding this RFP is the sole responsibility of the Contractor. The Judicial Council will not address individual parties directly during this RFP’s solicitation period.
- 8.3 **Written Questions.** Contractors may submit written questions using Attachment L. Such questions must be submitted on or before the due date specified for submission of questions in the timeline schedule provided in this RFP. If the Judicial Council deems it necessary in response to the questions submitted, changes may be made to this RFP and an updated version will be posted to the RFP web posting prior to the due date for Proposals via addendum. Written questions must be submitted by e-mail to the following address:

[Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov)

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

“Q&A RFP-FS-2022-02-MB”

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

- 8.4.1 **NON-COST (TECHNICAL) PROPOSAL:** The Contractor must submit **one (1) electronic file** of the non-cost proposal using pdf, Word or an Excel format. The non-cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the cost portion. The Contractor must include the RFP number and ‘technical’ in the name of the electronic file.
- 8.4.2 **COST PROPOSAL:** The Contractor must submit **one (1) electronic file** of the cost proposal using PDF, Word or an Excel format. The cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the non-cost portion. The Contractor must include the RFP number and ‘cost’ in the name of the electronic file.
- 8.4.3 For electronic submission of proposals, proposals must be delivered by the date and time listed on the coversheet of this RFP but no more than three (3) days in advance of the proposal due date to the following email addresses:
- For Non-Cost Proposal email to: [fs202202mb.soq@jud.ca.gov](mailto:fs202202mb.soq@jud.ca.gov)  
For Cost Proposal email to: [fs202202mb.fee@jud.ca.gov](mailto:fs202202mb.fee@jud.ca.gov)
- Indicate the RFP number and name of Contractor’s organization in the subject line of the email.*
- 8.4.4 **Submission Timelines.** The due date and time for submission of Proposals can be found in the most recent version of the RFP schedule posted to the California Courts’ website ( <http://www.courts.ca.gov/rfps.htm>) at which this RFP is posted. Please keep abreast of changes to the RFP schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes. Late proposals will not be accepted.

## 9. PROPOSAL CONTENTS

- 9.1 **Non-Cost Portion.** The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.
- 9.1.1 **Contractor Information.** Provide a brief history of Contractor, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. Include the following:
- 9.1.1.1 The Contractor’s name, address, telephone number, and federal tax identification number. Note that if the Contractor is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- 9.1.1.2 Name, title, address, telephone number, and email address of the individual who will act as the Contractor’s designated representative for purposes of this RFP.
- 9.1.2 **References.** Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Contractor has provided similar goods and conducted similar



services in the last three (3) years. The JBE may check references listed by the Contractor to conduct a customer satisfaction survey.

**9.1.3 Proposed Personnel/Project Team.** For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

**9.1.4 Proposed equipment and services.**

**9.1.4.1 Product Information Sheets.**

Submit product information sheet(s) for each of your proposed products which meet the specifications described in sections 3.2.1, 3.2.2 and 3.3.3 of this RFP.

**9.1.4.2 Installation Plan.**

Provide a description of your installation process, what is included and the qualifications of available personnel to perform installation services, including functionality tests that are performed and timing requirements. Proposer shall include details of a plan for communications with the JBEs regarding the delivery and installation schedule. See section 3.3.1 of this RFP.

**9.1.4.3 Maintenance and Service Plan.**

Provide a description of your maintenance and service plan. See section 3.3.3 of this RFP. This description shall include, but not be limited to, the following:

- a. Listing of what specific maintenance and services are included and excluded for the proposed products.
- b. A process flow chart showing the steps in a service call from initial contact by a JBE to call close-out.

**9.1.4.4 Product Availability and Lead Times.**

Provide a description of your access to your proposed products and ability to fill a large number of orders, including installation service. Proposer should estimate average delivery time to JBE following Purchase Order date. See section 3.8 of this RFP.

**9.1.4.5 Training Plan.**

Provide a description of what services you provide to train JBE member staff on the safe and effective operation of the proposed equipment that may be ordered by a JBE under any resulting Master Agreement as well as the qualifications of available Proposer personnel who will perform the training services. Proposer shall also indicate when training typically occurs after receipt and or installation of ordered equipment. This description will include training curriculum, time dedicated to training and schedule communications planning. See section 3.3.2 of this RFP.

### 9.1.5 Acceptance of the Terms and Conditions.

- 9.1.5.1 On Attachment C, a file separately posted to the website posting of this RFP, the Contractor must check the appropriate box and sign the form. If the Contractor marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- 9.1.5.2 If exceptions are identified, the Contractor must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change that clearly identifies the benefit to the Judicial Council from the proposed exception.
- 9.1.5.3 **NOTE:** Any material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions shall be a negative factor in the evaluation.

### 9.1.6 Other Required Materials.

- 9.1.6.1 The Contractor is required to complete and sign the following Certification Forms and submit signed forms with its Proposal:
  - i. General Certifications Form (Attachment D).
  - ii. Darfur Contracting Act Certification (Attachment E).
  - iii. Small Business Declaration (Attachment F), only if it wishes to claim the small business preference.
  - iv. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment H).
  - v. Disabled Veteran Business Enterprise (DVBE) Bidder Declaration (Attachment I) only if it wishes to claim the DVBE incentive associated with this solicitation.
    - a) DVBE Declaration Form (Attachment J) for each DVBE that will provide goods and/or services in connection with the contract.
  - vi. Iran Contracting Act Certification (Attachment K).
- 9.1.6.2 Contractor must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.
- 9.1.6.3 If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will

not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

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

9.1.6.5 Payee Data Record: A separately printed and signed original Payee Data Record, completed in the exact name of the business entity under which you propose to do business with the Judicial Council. A separately printable copy of this form has been posted to the website posting of this RFP as Attachment G1.

9.2 **Cost Portion.** The cost portion of the proposal will be completed on Attachment M, Cost Proposal Form. The Contractor is required to complete and include the Cost Proposal Form with its Proposal.

**NOTE: IT IS UNLAWFUL FOR ANY PERSON ENGAGED IN BUSINESS WITHIN THIS STATE TO SELL OR USE ANY ARTICLE OR PRODUCT AS A "LOSS LEADER" AS DEFINED IN SECTION 17030 OF THE BUSINESS AND PROFESSIONS CODE.**

## 10. LIVE DEMONSTRATION

- 10.1 Contractors whose proposed products meet the specifications described in section 3.2 of the RFP may be asked to provide a live demonstration of their proposed products. The demonstration will take place at a facility to be chosen by the Contractor which shall be near the Judicial Council offices in San Francisco, California at a date and time to be determined.
- 10.2 Contractors will not be reimbursed for any costs incurred in providing the live demonstration.

## 11. OFFER PERIOD

- 11.1 A Contractor's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

## 12. EVALUATION OF PROPOSALS

- 12.1 The Judicial Council will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposals.

CRITERION	MAXIMUM NUMBER OF POINTS
Specification Conformity (RFP sections 3.2.1, 3.2.2, 3.2.3)	23
Acceptance of Terms and Conditions (RFP section 6.1, Attachment C)	5
Installation Plan (RFP section 9.4.1.2)	3
Maintenance and Service Plan (RFP section 9.4.1.3)	10
Product Availability and Lead Times (RFP section 9.4.1.4)	3
Training Plan (RFP section 9.1.4.5)	3
Live Demonstration (RFP section 10)	20
DVBE Incentive (RFP section 16)	3
<p>Cost (Attachment M)</p> <p>The evaluation and subsequent award of points for the Cost Proposal shall be based on lowest “Total Cost” for each piece of equipment (as reflected in the “Total Cost” rows of the Cost Proposal). The lowest Cost Proposal submitted will receive the maximum points available. The points awarded for the remaining cost proposals will be calculated by identifying the ratio of the lowest cost proposal to the cost proposal being evaluated and multiplying that ratio by the maximum number of points available.</p>	30

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

## 13. INTERVIEWS

- 13.1 The Judicial Council may, at its discretion, hold interviews via conference call with Contractors to clarify aspects set forth in their proposals or to assist in finalizing the ranking

of top-ranked proposals. If the Judicial Council chooses not to hold interviews, the names of the selected Contractors will be posted on the website posting for this RFP.

#### **14. CONFIDENTIAL OR PROPRIETARY INFORMATION**

- 14.1 **PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** The JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Contractor that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Contractor prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Contractors are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

#### **15. SMALL BUSINESS PREFERENCE**

- 15.1 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.
- 15.2 The Contractor will receive a small business preference if, in the Judicial Council’s sole determination, the Contractor has met all applicable requirements. If the Contractor receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.
- 15.3 To receive the small business preference, the Contractor must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.
- 15.4 If the Contractor wishes to seek the small business preference, the Contractor must complete and submit with its proposal the Small Business Declaration (Attachment F). The Contractor must submit with the Small Business Declaration all materials required in the Small Business Declaration.
- 15.5 Failure to complete and submit the Small Business Declaration as required will result in the Contractor not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Contractor not receiving the small business preference.

- 15.6 If the Contractor receives the small business preference, (i) the Contractor will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

## **16. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE**

- 16.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 16.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Contractor will receive a DVBE incentive if, in the Judicial Council's sole determination, Contractor has met all applicable requirements. If Contractor receives the DVBE incentive, a number of points will be added to the score assigned to Contractor's proposal. The number of points that will be added is specified in Section 12 above.
- 16.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Contractor may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 16.4 If Contractor wishes to seek the DVBE incentive:
- 16.4.1 Contractor must complete and submit with its proposal the Bidder Declaration (Attachment I). Contractor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- 16.4.2 Contractor must submit with its proposal a DVBE Declaration (Attachment J) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Contractor is itself a DVBE, it must complete and sign the DVBE Declaration. If Contractor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Contractor will qualify for the DVBE incentive using a BUP on file with DGS.
- 16.5 Failure to complete and submit these forms as required will result in Contractor not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Contractor not receiving the DVBE incentive.
- 16.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

- 16.7 If Contractor receives the DVBE incentive: (i) Contractor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Contractor must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

## 17. PROTESTS

- 17.1 Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). However, in light of COVID-19, electronic submissions will be permitted. Failure of a Contractor to comply with the protest procedures set forth in that chapter, with the exception of being permitted to submit a protest or appeal electronically, will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is two days before the proposal due date. Protests must be sent electronically to: [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov).

## 18. CONTRACT TERMS AND ADMINISTRATIVE REQUIREMENTS

- 18.1 All submitted Proposals shall constitute and be an irrevocable offer by the Contractor that is valid for (90) days following the Proposal due date. In the event a final contract has not been awarded within this (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Contractors. The Judicial Council may release all offers not selected under this RFP upon issuance of Notice of Intent to Award.
- 18.2 Contracts with successful firms will be formed according to the Master Agreement form included in Attachment B, which has been provided on the website posting of this RFP. The initial term of this contract will be for three (3) years, beginning approximately in September, 2022. Two (2) subsequent one (1)-year extensions may be offered at the discretion of the Judicial Council. Note that during the subsequent terms, if any, rates shall be adjusted based on the California Bureau of Labor Statistics' Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective.
- 18.3 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft, the Judicial Council reserves the right to terminate the award.
- 18.4 The Contractor selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.
- 18.5 **Provision of the Work.** Work shall be provided in accordance with Purchase Orders or to be issued by the JBEs under the Master Agreement resulting from this procurement, and shall be subject to the provisions of the Master Agreement accompanying this RFP, including any

additional provisions specified in the Purchase Orders or with regard to schedule, key personnel, and subcontractors.

18.6 **Compensation.** The method of compensation will vary on an Order-by-Order basis. See the Master Agreement posted with this RFP for details.

18.7 **Judicial Council Administrative Rules Governing RFPs**

18.7.1 The Judicial Council's Administrative Rules Governing the RFP are located in Attachment A. By virtue of submission of a Proposal, the Contractor agrees to be bound by said Administrative Rules.

18.7.2 The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred for official files and becomes public record.

**END OF RFP**