

RFP Title: *IT CONSULTING MANAGED SERVICES*

RFP Number: *IT-2020-64-RB*

# REQUEST FOR PROPOSALS

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*JUDICIAL COUNCIL OF CALIFORNIA*

**REGARDING:**

**RFP NUMBER – IT-2020-64-RB**

**TITLE – INFORMATION TECHNOLOGY CONSULTING  
MANAGED SERVICES**

**PROPOSALS DUE:**

May 11, 2021 NO LATER THAN 3:00 P.M. PACIFIC TIME

## **1.0 BACKGROUND INFORMATION**

### **1.1 Judicial Council of California and Superior Courts of California**

The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy-making agency of the California judicial system. The California Constitution directs the JCC 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 JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.

The Superior Court system in California comprises 58 trial courts, one (1) 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 Proposal (RFP), the term “trial court” is used synonymously with Superior Court.

### **1.2 The RFP**

The JCC seeks information technology (IT) consulting services and support to address the evolving IT needs of the Judicial Council of California, Superior Courts, Appellate Courts, the Supreme Court, and other California Judicial Branch Entities, all of which may be referred to as “JBEs” in this RFP. Accordingly, this RFP seeks proposals from interested vendors (Proposers) that can provide IT consulting services that meet the IT needs of JBEs that elect to participate in any master agreements (Master Agreement) that result from this RFP. In this RFP, such a JBE may be referred to as a “Participating JBE,” and the JCC may be referred to as the “Establishing JBE.”

The goal of this RFP is to establish Master Agreements with several exceptional Proposers, approximately three (3) to six (6) per geographic region (Region) (Regions are discussed further in Section 2.0 and Exhibit D) for an initial three (3) year term with three (3) additional consecutive one-year option terms for a potential maximum term of six (6) years. The initial term of each Master Agreement is anticipated to cover the period of 7/1/2021 through 6/31/2024 (estimated). Each of the option terms may only be exercised at the JCC’s sole discretion. Note, the aforementioned desired number of Master Agreements per Region is an estimate, and could change depending on JBE needs.

If the Judicial Council elects to extend the term of a Master Agreements by exercising any of the three (3) one-year options to renew, any agreed upon price adjustment (whether an increase or decrease) may not exceed the average percentage change in the 12-month average of the Consumer Price Index (CPI) below, for the previous three years ending on December 31 of the year just prior to the applicable year of the option term.

[http://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths)

The JBE reserves the right to reject any and all proposals, to award a Master Agreement in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the JBE’s best interest, or not award any Master Agreements based on submitted proposals. The JBEs are free to conduct their own solicitations not connected with this RFP or any resulting agreement. The

JBEs are not obligated to purchase services under any Master Agreement that may result from this RFP.

Any certifications, representations, or warranties made by Proposers in connection with this RFP are deemed to be made to all JBEs.

### 1.3 Master Agreement Objective and Process

- a. Objective: The purpose of this RFP is to establish Master Agreements for JBEs with vendors that provide IT consulting services and pricing corresponding to the categories set forth below in Section 2.0. The JBEs may use such Master Agreements that have been designated for the Region in which the JBE is located, in order to obtain IT consulting services to support implementation and/or ongoing operational needs for their future IT projects. In connection with such projects, JBEs may refer to these services as “Managed Services,” and may use the expression Managed Services solutions.
- b. Process: A JBE may elect, but is not required, to purchase services under any Master Agreement that may be awarded as a result of this RFP, provided that the Master Agreement covers the Region in which the JBE is located. Therefore, for each job classification, Proposers must identify in their proposals the specific Region or Regions that they are bidding on. JBEs that elect to purchase services, by selecting IT consultant candidates to assist with IT projects in accordance with the Request for Offer (RFO) process set forth below in Section 1.4, under a Master Agreement, will enter into a Participating Addendum with the vendor that the JBE selects. This Participating Addendum will be substantially in the form of the sample Participating Addendum provided in Attachment 2 (Master Agreement Terms and Conditions), and will incorporate the terms and conditions of the Master Agreement that has been awarded as a result of this RFP.

Based on the terms and conditions of the Master Agreement, each Participation Addendum will set forth the specific services, schedule, and fees to be provided to the individual JBE. Each Participating Addendum will constitute a separate independent contract between the vendor and the JBE signing the Participating Addendum, but subject to and governed by the Master Agreement. Master Agreements will be nonexclusive and a JBE may have other agreements for the same or similar services with multiple vendors.

The JCC does not guarantee that awardees of Master Agreements will receive a specific volume of work, a specific total contract amount, or a specific order value under any Master Agreement executed pursuant to this RFP. Additionally, there will be no maximum number of Managed Services RFOs a JBE may issue under a Master Agreement, nor will there be any specific limitations on minimum quantity or minimum dollar value of the individual RFOs. Notwithstanding the foregoing, no RFO or Participation Addendum (including amendments) may exceed a total actual or estimated dollar amount (such maximum dollar amount to be set forth in the user instructions provided by the JCC to the Participating JBEs).

- 1.4 RFO Process: Any Managed Services vendor selected as a result of this RFP may be awarded a Master Agreement, in which case the vendor will become the “Master Agreement

Holder,” and may be a vendor eligible to provide Managed Services to JBEs during the Master Agreement term. A JBE may select the Master Agreement Holder that holds a Master Agreement for the Region in which the JBE is located, best meets the JBE’s individual IT project requirements, and provides the best value to the JBE in accordance with this Request for Offer (RFO) process.

- a. **Initiation:** If a JBE desires Managed Services for an IT project under a Master Agreement resulting from this RFP, the JBE will develop an RFO (discussed below in Section 1.4.b). The JBE will send the RFO, as specified in an exhibit that substantially corresponds to Exhibit H, Sample Request For Offer to Master Agreement Holders (that hold Master Agreements in the Region in which the JBE is located), which in turn can propose an offer in response to the RFO. For each IT project, the JBE will send out a minimum number of RFOs, such minimum number to be set forth in the user instructions provided to the Participating JBEs by the JCC. Note: the JBE does not have to have an existing contractual relationship with the Master Agreement Holder to send them an RFO. The Master Agreement Holder’s response to the RFO shall constitute a formal offer to provide services as specified in the RFO, and under the terms and conditions, including pricing, set forth in the Master Agreement of the Master Agreement Holder.

JBEs may target Master Agreement Holders located anywhere throughout California capable of remotely performing the requested work under an RFO, provided that the vendor has specifically bid to provide services to the Region where the JBE is located, has been selected by the JCC, and has signed a Master Agreement with the JCC covering remote work for that Region. For example, a JBE in Southern California may determine that a Master Agreement Holder physically located in the Bay Area, but with a Master Agreement to provide the desired work in Southern California because its IT consultants can remotely perform such work (i.e., the consultants can provide the work for the JBE in Southern California virtually from the Bay Area or any other Region without having to physically be on location in Southern California), best meets its needs.

Accordingly, we encourage all Proposers who can supply IT consultants who are able to perform the Work for a specific job classification (Classification) and Region as further set forth in Section 2.0, whether remotely or in person, to submit a bid for that particular Classification and Region. Proposers that do not submit bids for a specific Classification and Region will not be eligible to provide services for those Classifications and Regions.

- b. **Master Agreement Holder’s Offer:**
  - i. Part 1, Requirements, of the RFO, will be filled out by the JBE. It will identify the specific job Classification(s) and Region(s) that are believed to be required for the particular IT Project, estimated term of the work, and estimated number of hours.
  - ii. Part 2, Proposed Candidate Qualification, of the RFO, will be filled out by the Master Agreement Holder. Master Agreement Holder will thoroughly and completely describe an IT consultant candidate’s expertise, technical competence, past work performance, and ability to meet the requirements of the RFO.

- iii. Part 3, Proposed Costs, of the RFO, will be filled out by the Master Agreement Holder. It will generally include either the hourly rates by Classification and Region listed or lower hourly rates than what are listed in the Master Agreement.
- c. Clarification of an RFO: In the event a Master Agreement Holder seeks clarification of an RFO, the Master Agreement Holder should submit such questions, unless directed otherwise, by email to the JBE's issuing mailbox by the due date and time for questions set forth in the RFO.
- d. Submission of Offers to an RFO
  - i. Offers are due by the due date and time set forth in the RFO. A Master Agreement Holder shall submit its offer in accordance with an exhibit that substantially corresponds to Exhibit H, Sample Request for Offer. The JBE may select offers to be submitted in hard copy and/or electronically.
  - ii. If hardcopy, the JBE must provide its mailing address, including contact name. The Master Agreement Holder must put the RFO number on the mailing label. The offer must be received by the date/time as listed on the RFO. The JBE may request that the Master Agreement Holder provide more than one hardcopy of its offer and/or request the offer be submitted on a thumb drive or other device.
  - iii. If submitted electronically, the JBE must provide a valid email address to receive the RFO offer. The Master Agreement Holder must put the RFO number in the Subject Line of the email. The email must be received by the date/time as listed on the RFO. The time stamp will be when the JBE receives the email.
  - iv. Only written offers will be accepted.
  - v. Late offers will not be accepted.
- e. Evaluation of the RFO Offer
  - i. Offers received by the due date and time specified in the RFO will be evaluated using the criteria specified in an exhibit that substantially corresponds with Exhibit H, Sample Request for Offer.
  - ii. In accordance with the criteria set forth in the RFO, the JBE will conduct a preliminary evaluation of the IT consultant candidates submitted in the offers of the applicable Master Agreement Holders. The JBE will then develop a list of the top-ranked candidates to be interviewed, if applicable, and communicate such list to the applicable Master Agreement Holders. Candidates that do not make the list will not be considered further in the evaluation process.
  - iii. As established in the RFO, the JBE may conduct interviews of the top-ranked candidates to clarify, among other items, aspects set forth in the Master Agreement Holder's RFO offer specific to the candidate, and to determine the candidate's technical competence and communications skills.

f. Selection and Authorization of the RFO

- i. After evaluation of the candidates presented in the offers to the RFO from the applicable Master Agreement Holders, the JBE will select the offer that best meets the needs of and provides the best value to the JBE. The JBE will do this by entering into a Participating Addendum with the Master Agreement Holder, substantially in the form of the sample Participation Addendum provided in Attachment 2 (Master Agreement Terms and Conditions). Each Participating Addendum will incorporate the terms and conditions of the Master Agreement executed as a result of this RFP. In addition, and depending on the JBE, there may be other applicable documents to execute, e.g., a purchase or work order.
- ii. In the event the JBE has already entered into a Participating Addendum with the Master Agreement Holder based on a previous RFO, it will not be necessary to enter into a new Participating Addendum, although it may be necessary to amend the services to be provided or statement or work provisions. The already executed Participating Addendum and Master Agreement, including any amended services to be provided or statement or work provisions, will govern the work to be performed under the RFO. It may, however, still be necessary to execute other applicable documents, e.g., a purchase or work order.

1.5 If a Proposer plans to utilize subcontractors, the subcontractors must be identified in the Proposer's Technical Proposal. Proposers awarded a Master Agreement shall be the prime contractor for the entire Master Agreement term and the sole point of contact with regard to all contractual matters with the JCC and the Participating JBEs. No subcontract shall relieve the Master Agreement Holder of its responsibilities and obligations. The Master Agreement Holder agrees to be as fully responsible to the JCC and Participating JBEs for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Master Agreement Holder's obligation to pay its subcontractors is independent from the Participating JBE's obligation to make payments to the Master Agreement Holder. As a result, neither the JCC nor the Participating JBEs shall have any obligation to pay any moneys to any subcontractor. Notwithstanding any provision to the contrary, all subcontractors are subject to prior approval by the JCC. By submitting a proposal, the Proposer is declaring that it has confirmed that its subcontractors are in compliance with the certifications and requirements set forth in this RFP.

## **2.0 DESCRIPTION OF SERVICES**

### **2.1 Scope**

The JBEs have been split into four (4) Regions, Northern, Bay, Central and Southern. Please see Exhibit D, Regional Map and JBE Listing for further information. Proposers have the option to bid on one (1) or more of the Regions.

Each JBE operates independently from one another and differ in size. The technologies in use, technology footprints and degree of investments vary per JBE throughout the state.

The below classifications (Classifications) are defined in Exhibit A (Business and Technical Requirements):

- Agile Coach
- Application Architect
- Application Support Analyst
- Application Tester
- Audio Visual Technician
- Back End Web Developer
- Business Processing Reengineering
- Business Systems Analyst
- Cloud Architect
- Cloud Engineer
- Content Designer
- Content Strategist
- Data Analyst
- Data Engineer
- Data Modeler
- Data Scientist
- Database Administrator
- Delivery Manager
- Desktop Support Technician
- Enterprise Architect
- Enterprise Content Management (ECM) Administrator
- ETL Tool Developer
- Front End Web Developer
- Information Security Specialist
- Infrastructure Engineer
- Infrastructure Architect
- Integrated Workplace Management System (IWMS) Analyst
- IT Governance SME
- IT Infrastructure SME
- IT Program Manager
- Network Administrator
- Network Engineer
- Programmer
- Project Manager
- Quality Assurance (QA) Analyst
- Report Writer
- SAP Basis Engineer
- Security Analyst
- Security Engineer
- Senior Audio Visual Technician
- Senior Business Systems Analyst
- Senior Project Manager
- Senior Software Developer
- Senior Technical Lead
- Service Delivery Manager
- Service Desk Analyst
- Systems Administrator

- Technical Analyst
- Technical Lead
- Technical Writer
- Telecommunications Engineer
- Trial Court Case Management System (CMS) Analyst
- Trial Court Case Management System (CMS) Integrator
- User Experience (UX) and Graphic Designer
- User Researcher
- Visual Designer

As noted above, Proposers also have the option to bid on one or more Regions. Likewise, Proposers also have the option to bid on one or more Classifications. As an example, a Proposer might bid to provide services corresponding to an Agile Coach, Audio Visual Technician, and Technical Writer in the Northern region because it only has or is only choosing to provide IT consultants capable of performing work either onsite or remotely corresponding to those Classification for JBEs in the Northern Region, and a Visual Designer, Cloud Engineer, and Security Analyst in the Central Region, because it only has or is only choosing to provide IT consultants capable of performing work either onsite or remotely corresponding to those Classification for JBEs in the Central Region. Each Classification and corresponding Region will be evaluated against bids for that same Classification and Region, i.e., a bid for a Visual Designer for the Northern Region will only be evaluated against other bids for Visual Designers in the Northern Region. If a Proposer receives a Notice of Intent to Award, the Notice will list the Regions and Classifications, i.e., a Notice of Intent to Award for Visual Designer, Cloud Engineer, and Security Analyst in the Southern Region and Cloud Engineer and Security Analyst in the Northern Region.

2.2 Business and Technical Requirements

The Business and Technical Requirements and Response (Exhibit A), describes in detail the job description and tools to be provided by Proposer under any Master Agreement and any required certification by job classification. In the response tab, Proposers will fill out the columns for any of the job classifications where they can provide personnel in the classifications that meets or exceeds the requirements. Exhibit A is required as part of the Technical Proposal.

**3.0 TIMELINE FOR THIS RFP**

The JBE has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the JBE. It shall be the sole responsibility of prospective Proposers to monitor the Court Website to ascertain whether the JCC has issued an addendum changing any element of the RFP, including events or key dates.

EVENT	DATE
JCC on Behalf of the California JBE issues RFP	<i>3/29/2021</i>
Final Date to Submit Questions to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a> :	<i>4/16/2021, 3pm PST</i>



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<b>EVENT</b>	<b>DATE</b>
Questions and answers posted	<i>4/23/2021</i>
RFP Response Due	<i>5/11/2021 by 3:00pm</i>
Review and Scoring of Technical Proposals ( <i>estimate only</i> )	<i>5/21/2021</i>
Proposer Interviews ( <i>estimate only</i> )	<i>5/24/2021 – 5/27/2021</i>
Posting of Technical Scores ( <i>estimate only</i> )	<i>6/2/2021</i>
Public Opening of Cost Proposals Notice of time and location will be posted at: ( <i>estimate only</i> )	<i>6/10/2021</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>6/14/2021</i>
Execution of Master Agreement ( <i>estimate only</i> ) <i>July 12, 2021 to June 30, 2024 with 3 one- year option periods</i>	<i>7/12/2021</i>

#### **4.0 RFP ATTACHMENTS**

4.1 The following attachments are included as part of this RFP:

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: JBE Master Agreement (Leveraged Procurement Agreement) Terms and Conditions	If selected, the Proposer must sign this JBE Master Agreement (Leveraged Procurement agreement (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	<p>On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, or other modification. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions and provide a written explanation or rationale for each proposed exception that clearly identifies the benefit to the Judicial Council from the proposed exception.</p> <p><b>Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions may render a proposal non-responsive.</b></p>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 10: DVBE Declaration	The Proposer must complete the DVBE Declaration form only if the Proposer is a DVBE.
Attachment 11: Bidder’s Declaration	The Proposer must complete this form if they wish to claim the DVBE incentive associated with this solicitation.
Attachment 12: Travel Expense Policy	This contains information pertaining to the JBE Travel Expense Policy.
Exhibit A: Business & Technical Requirements & Response	This describes in detail the job description, tools to be provided by the Proposer in any Master Agreement and any required certification by job classification. The Proposer must fill out the Response Sheet tab and provide this in their Technical Proposal.
Exhibit A-1: Evaluation Criteria and Proposal Submission Forms	This Exhibit has a total of five (5) Sections. The Proposer must fill out the sections and provided this along with Exhibit A in their Technical Proposal
Exhibit B: Cost Response	The Proposer must complete this and return as part of their Cost Proposal

Exhibit C: Glossary of Terms	This is for informational purposes only.
Exhibit D: Regions Map and JBE Listing	This is a map of the 4 Regions, number of employees by counties and facilities addresses. This is for informational purposes only
Exhibit E: Potential IT Project Examples	This is for informational purposes only
Exhibit F: Example Service Level Requirements - Baseline	This is for informational purposes only
Exhibit G: Supported Software	This is for informational purposes only.
Exhibit H: Sample Request for Offer	This is for informational purposes only.

## 5.0 PAYMENT INFORMATION

- 5.1 Payments shall be made in accordance with the Master Agreement.
- 5.2 Travel expenses may be allowed on a case by case basis. All travel that is to be reimbursed by the JBE must be pre-approved in writing and conform to the requirements of Travel Expense Policy, Attachment 12.
- 5.3 Participating JBEs will not make any advance payment for any work under an applicable Master Agreement.

## 6.0 SUBMISSIONS OF PROPOSALS

- 6.1 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.
- 6.2 The Proposer must submit its proposal in two (2) separate parts. Part one (1) is the Technical Proposal, which covers the qualifications for the IT Consultants corresponding to Section 2.0 above, and part two (2) is the Cost Proposal.
- a. **Technical Proposal** - The Proposer must submit their Technical Proposal as an attachment to an email sent to:
 

[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)
  - b. The Technical Proposal must be signed by an authorized representative of the Proposer. The Technical Proposal must include Exhibit A and Exhibit A-1, Sections A1– A5 in order to be evaluated and scored.

- c. The Proposer must indicate on the Subject line of the submission email the RFP title and number, verify that the RFP title and number are on the Proposal attachment, and make sure the RFP number and title on the Proposal attachments.
  - d. **Cost Proposal** - The Proposer must submit their Cost Proposal as an attachment, separate from the Technical Proposal, to Solicitations Mailbox at:  
  

[RFP-IT-2020-64-RB-COSTS@jud.ca.gov](mailto:RFP-IT-2020-64-RB-COSTS@jud.ca.gov)
  - e. The Cost Proposal must be signed by an authorized representative of the Proposer and must include Exhibit B, Cost Response Workbook.
  - f. The Proposer must indicate on the subject line of the submission email the RFP title and number and verify the RFP number and title are on the Proposal attachments.
- 6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received prior to the due date and time or the proposal will not be accepted.
- 6.4 Late proposals will not be accepted. However, as necessary, the Judicial Council may request clarifications from Proposers after the submission of proposals.

## 7.0 PROPOSAL CONTENTS

7.1 Technical (Non-Cost) Proposal. The following information must be included in the Technical, non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

For all contemplated subcontractors, provide the full legal name, address, contact person, and telephone number of each subcontractor. Clearly describe the services each will provide for each Classification and Region; the method to secure their services; the portions and percentages of the work to be done by each subcontractor, and a description of how the subcontracted work will be controlled, monitored, and evaluated by the Proposer. Provide a resume for each key staff member of the subcontractor.

- c. Proposer must submit the Technical and Business Requirements and Response, Exhibit A. Proposer will provide responses under each Classification and Region upon which it is intending to bid, listing all applicable tools, certifications, and any subcontractors that Proposer is intending to use to staff a Classification.

- d. Proposer must submit Exhibit A-1, Sections A1-A5. Proposers will need to provide responses to all sections.
  - i. A1 – Methodologies - Describe and discuss your methodology of sourcing the Classifications set forth in Exhibit A, Business and Technical Requirements and Response
  - ii. A2 – Placement History - Indicate the number of placements (actual positions filled) made in the past 24 months for each of the Classifications set forth in Exhibit A: Business and Technical Requirements and Response. Include references for placements made in the past 24 months.
  - iii. A3 – Key Staff - Proposers must designate certain highly experienced and qualified individuals as Key Staff to function in specified roles and serve as single points of contact for Proposer in their respective subject matter areas under a resulting Master Agreement.
  - iv. A4 – Acceptance of Terms and Conditions - Proposer’s must submit a completed Attachment 3.
  - v. A5 – Viability of Firm - Proposers must demonstrate that they are a stable, long-term viable business entity that provide staff sourcing services

**Note: Unless a rare exception is granted by the JBE, consultants for each category will work within the continental United States.**

- e. Acceptance of the Terms and Conditions.
  - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
  - ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions and provide (b) a written explanation or rationale for each exception that clearly identifies the benefit to the Judicial Council from the proposed exception. **Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions may render a proposal non-responsive.**
- f. Certifications, Attachments, and other requirements.
  - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - ii. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

- iii. Copies of the Proposer's, including any subcontractors', current business licenses, professional certifications, or other credentials. If applicable, include DIR public works registration and/or contractor's license (s).
- iv. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- v. The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
- vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.
- vii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal

7.2 Cost Proposal. The following information must be included in the cost proposal.

IT Services:

- i. A fixed hourly rate for both a senior resource (greater than 10 years of relevant work experience) and a less-senior resource (greater than 3 but less than 10 years of relevant work experience) for all Classifications being bid on. (See Exhibit B - Cost Response Workbook). The fixed hourly rate is a standard rate regardless of full-time continuous or part-time ad hoc assignment, whether on-site or remote, inclusive of travel to the assigned office at the JBE. The Judicial Council expects a single rate, by Region, that would cover a Classification. Resources time may be billed at a rate lower than published per the Master Agreement if appropriate for the specific resource but must not exceed the fixed hourly rate.
- ii. Proposer must submit Cost Response Workbook, Exhibit B. Proposer will provide hourly rates for each of the Job Classifications and Regions they wish to provide services for under any Master Agreement. Proposer will not be deemed non-responsive if their Proposal does not have rates filled in for all Job Classifications or all Regions.
- iii. By submitting a Cost Proposal, Proposer certifies that if awarded a Master Agreement, it agrees that the hourly rates specified in the Cost Response are maximum hourly rates for the initial term of the Master Agreement. Proposer may charge lower rates when responding to a RFO.
- iv. List any and all assumptions in the sections provided in the Cost Response Workbook.
- v. Billing must be for actual time worked, to the nearest half hour increments.
- vi. Be advised that JBEs do not pay at a higher rate for overtime, weekend, or holiday work and do not include any provisions to this effect in your

cost. Any language in your proposal that qualifies or seeks to modify your hourly rate in any manner or impose overtime or other additional charges or fees will be disregarded when your Cost Proposal is evaluated.

- vii. In determining your hourly rates, please take the following into consideration. JBEs do not anticipate reimbursing the selected Proposer for any travel and/or living charges incurred by Proposer’s consultants when such charges are accrued for travel to or from the consultant’s residence to their regularly assigned location. Nonetheless, if the JBE, in its sole and absolute discretion, authorizes such payment during the term of any Master Agreement resulting from this RFP, it shall be subject to the JBE’s then current Travel and Living Expense Guidelines.
- viii. All hourly rates shall remain firm fixed for the full duration of the Initial Term. If the Judicial Council elects to exercise an option term, there may be adjustments to the pricing as described in Section 1.2 above.

**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.

**8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for 120 days following the proposal due date. In the event a final contract has not been awarded within this period, the JCC reserves the right to negotiate extensions to this period.

**9.0 EVALUATION OF PROPOSALS**

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0, or if such date and time are changed at the discretion of the JCC, on that date and at that time.

The JCC will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Awards, if made, will only be to Proposers that at least meet the minimum qualifications as defined in Exhibit A-1, Sections A1 – A5. However, meeting the minimum qualifications as defined in Exhibit A-1, Sections A1 – A5, is no guarantee of an award.

If a Master Agreement will be awarded, the JCC will post an intent to award notice at [www.courts.ca.gov](http://www.courts.ca.gov).

Category	Factors	Total Possible Points
Cost	Overall cost based on the fee structure described in Exhibit B.	50

<b>Category</b>	<b>Factors</b>	<b>Total Possible Points</b>
Methodology	Methodology of sourcing the classifications set forth in Exhibit A.	6
Placement History	Indicate the number of placements your company has made in the past 24 months,	15
Key Staff	Identify and designate individual(s) that will serve as Key Staff	6
Acceptance of Terms and Conditions	Level of Proposer's acceptance of Terms and Conditions.	15
Viability of Firm	Must demonstrate a stable, long-term viable business entity that provide Managed Services utilizing similar Classifications	5
DVBE Incentive	DVBE incentive points.	3

## 10.0 INTERVIEWS

The JCC may conduct interviews with Proposers that meets the requirements. This is to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, by phone, or remotely. If conducted in person, interviews will likely be held at the JCC's offices. The JCC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JCC will notify eligible Proposers regarding interview arrangements.

## 11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE LAWS, INCLUDING 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 Proposer that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure may 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 Proposer 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. Proposers are accordingly cautioned not to include information that they consider to be confidential, proprietary, or privileged, or otherwise would not like to potentially become public in their proposals.

## 12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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



Eligibility for and application of the DVBE incentive is governed by the JBE's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 10.0 above.

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, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 11). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 10) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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 JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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

**FRAUDULENT MISREPRESENTATION 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.**

### **13.0 SMALL BUSINESS PREFERENCE**

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and

Services. The Proposer will receive a small business preference if, in the JBE's sole determination, the Proposer has met all applicable requirements. If the Proposer 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.

To receive the small business preference, the Proposer 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.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

If the Proposer receives the small business preference, (i) the Proposer 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 MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

## **14.0 PREVAILING WAGE**

### 14.1 Prevailing Wage

14.1.1 Agreements resulting from this RFP may contain Work subject to California prevailing wage laws, including but not limited to, installation, maintenance, or work performed as part of a public works project. Master Agreement Holder is responsible for compliance with prevailing wage laws and shall be knowledgeable of scopes of work required for the various Classifications stated in Exhibit A, and whether they correspond to a craft, classification, or type of worker, as determined by the Director of the State of California Department of Industrial Relations, subject to sections 1770 et seq. of the California Labor Code.

14.1.2 For all Work subject to prevailing wage laws, the Master Agreement Holder and all subcontractors under the Master Agreement Holder shall pay all workers on work performed pursuant to any agreement resulting from this RFP not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code.

14.1.3 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker potentially needed under any agreement resulting from this RFP, as determined by Director of the State of California Department of Industrial Relations, are on file at the JCC's principal office. Prevailing wage rates are also available from the JBE or on the internet at (<http://www.dir.ca.gov>).

14.1.4 Work under any agreement resulting from this RFP, performed by IT consultants corresponding to a Classification in which prevailing wage laws and regulations apply, is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Master Agreement Holder shall post job site notices, as prescribed by regulation. The Master Agreement Holder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the applicable work.

#### 14.2 Registration

For all Work subject to prevailing wage laws, the Master Agreement Holder shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“**CPR(s)**”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“**DIR**”). Labor Code section 1771.1(a) requires DIR public works registration as follows:

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

Proposals that include Classifications subject to prevailing wage laws must include a current DIR public works registration number; this requirement also applies to any subcontractors listed in the Proposal. Only Master Agreement Holders and subcontractors in compliance with the DIR registration requirements at the time of Proposal will be allowed to perform Work subject to prevailing wage laws per Labor Code section 1771.1(a).

### 15.0 PROTESTS

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)). Failure of a Proposer to comply with the protest procedures set forth in that chapter 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 the due date of the Request for Proposal. Protests must be sent to:

Judicial Council of California  
Attn: Protest Officer, RFP IT-2020-64-RB  
Branch Accounting and Procurement, Administrative Division

RFP Title: *IT CONSULTING MANAGED SERVICES*

RFP Number: *IT-2020-64-RB*

455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688

Protests provisions are not applicable to the RFO process.