

# REQUEST FOR PROPOSALS

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**JUDICIAL COUNCIL OF CALIFORNIA**

**REGARDING:**

RFP No. TCAS-2022-04-AJ

STATEWIDE OFFICE SUPPLIES, PAPER, TONER,  
ERGONOMIC ITEMS, AND JANITORIAL SUPPLIES

**PROPOSALS DUE:**

August 24, 2022, no later than 3:00 p.m. Pacific Standard Time

It is unlawful to prohibit a printer or duplication cartridge that is sold to the state from being recycled or remanufactured, except as specified in PCC 12156(b).

**TO:** POTENTIAL PROPOSERS

**FROM:** The Judicial Council of California, on behalf of the judicial branch of California.

**DATE:** August 5, 2022

**SUBJECT / PURPOSE:** The Judicial Council of California (JCC) is conducting this RFP for the benefit of the following California judicial branch entities (JBEs): the 58 Superior Courts of California (collectively, “Superior Courts” or “trial courts”), the Judicial Council, the Courts of Appeal, and the Habeas Corpus Resource Center. The JCC seeks to enter into a leveraged procurement agreement, also referred to as “Master Agreement,” with a suitable vendor that can provide statewide office supplies, toner, paper, ergonomic items, and janitorial supplies.

**ACTION REQUIRED:** You are invited to review and respond to this RFP as posted on the Judicial Council bid website at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm).  
Project Title: Statewide Office Supplies, Toner, Paper, Ergonomic Items, and Janitorial Supplies  
**RFP Number: TCAS-2022-04-AJ**

**DUE DATE AND TIME FOR SUBMITTAL OF QUESTIONS:** The deadline for submittal of questions pertaining to the solicitation document:  
**August 12, 2022, no later than 3:00 p.m. (Pacific Time)**

**PROPOSAL DUE DATE AND TIME:** Proposals must be received by:  
**August 24, 2022, no later than 3:00 p.m. (Pacific Time)**

**INTERVIEWS/DEMOS (estimate only, if applicable):** **September 26, 2022**  
Meeting format to be provided. One hour will be allotted per vendor.

**Attachments**

Attachment 1 Administrative Rules Governing RFPs

Attachment 2 JCC Standard Terms and Conditions

Attachment 3 Proposer's Acceptance of Terms and Conditions

Attachment 4 General Certifications Form

Attachment 5 Small Business Declaration

Attachment 6 Payee Data Record Form

Attachment 7 Electronic Funds Transfer Authorization Form

Attachment 8 Iran Contracting Act Certification

Attachment 9 Unruh Civil Rights Act and California Fair Employment and Housing FEHA Act  
Certification

Attachment 10 Darfur Contracting Act Certification

Attachment 11 DVBE Bidder Declaration

Attachment 12 Bidder Declaration

**Exhibits**

Exhibit 1 Cost Proposal Sheet

Exhibit 2 Delivery Locations

Exhibit 3 Response Template

## **1. BACKGROUND INFORMATION**

- 1.1** The Judicial Council of California, hereinafter referred to as “JCC,” “Judicial Council” or “the council,” chaired by the Chief Justice of California, is the primary policy making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure and performs other functions prescribed by law. The Judicial Council’s staff assists both the Judicial Council and its chair in performing their duties for the purpose of this Request for Proposal (RFP).
- 1.2** The Superior Court system in California is comprised of 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 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 58 Superior Courts of California (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “JBE,” or “court”).
- 1.4** The Judicial Council seeks proposals from qualified vendors with expertise in providing office supplies, toner, copier paper, ergonomic products, and janitorial supplies (collectively “Products and Services”) as described in Section 2.0 of this RFP to provide such supplies to the JBEs. Parties qualified to provide the requested Products and Services that are interested in submitting a proposal (“Vendors”) are invited to review this RFP and submit a proposal per the instructions contained herein. The JBEs will be under no obligation to participate in any resulting Master Agreement (“Master Agreement”).
- 1.5** The Judicial Council anticipates awarding one or more Master Agreements for an initial one-year term, with four consecutive one-year options for a potential maximum of five years. Each of the four option terms may be exercised at the Judicial Council’s sole discretion.

## **2. SPECIFICATIONS AND REQUIREMENTS**

### **2.1 General Description**

Vendor shall provide the products described in Exhibit 1, Cost Proposal Sheet, to JBEs. Vendor shall provide the products and ancillary services at any time of the year, including during months with inclement weather. JBE locations are subject to change if a facility closes or if new facilities are opened. Vendor shall provide the products and services to the new JBE facilities with the same contractual terms and conditions. See Exhibit 2, Delivery Locations, for the current list of all JBE locations.

### **2.2 Office Supplies**

2.2.1 Office supplies listed in Exhibit 1, Cost Proposal Sheet, are considered the “Core List Items” and will be provided at the prices Vendor submits in Exhibit 1, Cost Proposal Sheet.

2.2.2 Office supplies not appearing among the Core List Items are considered Non-Core office supply items and Vendor is requested to submit pricing for such Non-Core office supply items based upon an open market pricing approach. This pricing approach should be inclusive of adjustments and industry pricing trends.

### **2.3 Copier Paper**

2.3.1 Recycled Paper Minimum Specifications: All recycled copier paper must meet the following minimum specifications:

- Paper Weight: 20#
- Brightness: 92 per US GE Brightness Scale
- Smoothness: 190 or better
- Post-Consumer Waste: 30%

2.3.2 Paper Pricing – Contract Items: Copier paper listed as Core List Items in Exhibit 1, Cost Proposal Sheet, is considered part of the “Core List Items” and will be provided at the prices Vendor submits in Exhibit 1, Cost Proposal Sheet.

2.3.3 Non-Core Paper Pricing: Copier paper not appearing among the Core List Items is considered Non-Core copier paper and Vendor is requested

to submit pricing based upon an open market pricing approach. This pricing approach should be inclusive of adjustments and industry pricing trends.

- 2.3.4 Defective Paper: Any paper found to be defective shall be returned to the Vendor at Vendor's expense and replaced free of charge. Vendor shall supply pre-paid mailing labels, or shall pick up defective paper at the individual JBE's location. Defective paper shall be replaced or monies refunded at the JBE's discretion within five (5) business days after Vendor is notified.

## **2.4 Toner Cartridges**

- 2.4.1 Technical Specifications for remanufactured Toner Cartridges: Remanufactured toner cartridges must be fully remanufactured to specifications equal to or exceeding original equipment manufacturers (OEM) cartridge standards of quality and performance. In addition to the basic remanufacturing process defined below, remanufactured toner cartridges shall meet or exceed the latest remanufactured toner cartridge standards adopted by the American Society of Testing and Materials (ASTM).
- 2.4.2 Vendor shall warrant that the use of remanufactured cartridges will not void any manufacturer's warranty on the JBE's printers or fax machines.
- 2.4.3 If problems occur with a JBE's printers or fax machines due to Vendor's defective remanufactured toner cartridge, Vendor shall provide: (i) a competent factory-trained authorized service technical to repair the damaged printer or fax machine within two (2) working days, or (ii) shall reimburse the JBEs for any service performed due to the Vendor's defective cartridge. If the printer or fax machine cannot be repaired and restored to its previous condition, Vendor shall replace the machine.
- 2.4.4 Certifications and Verifications: Upon request by the JBE, Vendor will provide certification from an independent third party that its remanufactured toner cartridges meet or exceed the latest remanufactured toner cartridge standards adopted by the ASTM.

- 2.4.5 Guarantee: All toner cartridges shall be guaranteed to perform to the manufacturers (OEM) specifications and Vendor shall warrant each toner cartridge against defects in material and workmanship for a minimum of one (1) year from the date of manufacture or remanufacture. Vendor shall replace any unacceptable toner cartridges within two (2) business days.
- 2.4.6 Toner Remanufacturing Process: The term “remanufactured” includes, at a minimum, the following:
- A. Assessment to determine if the toner cartridge can be remanufactured.
  - B. Complete disassembly of toner cartridges to thoroughly clean and check all internal and external components against the original manufacturer’s specifications. Worn, damaged, or end of life-cycle components will be replaced.
  - C. Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridges are equipped with an extended-life drum, Vendor shall inspect it, clean it, or replace it with a new extended-life drum or new aftermarket drum.
  - D. Replacement of all seals with an OEM-type heat seal, card seal, or pressure sensitive seal.
  - E. Replacement of the primary charge roller (PCR) with a re-coated or new PCR.
  - F. Replacement of wiper blade meeting OEM specifications or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
  - G. Filling of toner cartridges meeting OEM specifications or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
  - H. Chemically cleaning or replacing the corona wire assembly.
  - I. One fuser wand with high temperature resistant felt wiper and one (1) cotton swab will be provided with each toner cartridge.
  - J. The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards.

- K. A toner hopper seal/separator meeting or exceeding OEM standards shall be inserted to prevent spillage of toner during shipping.
- L. Vendor will arrange for used toner cartridges to be returned and recycled at no cost to the JBEs.
- M. It is unlawful to prohibit a printer or duplication cartridge that is sold to the state from being recycled or remanufactured, except as specified in PCC 12156(b)

2.4.7 Toner Pricing – Contract Items: Toner cartridges listed as Contract Items in Exhibit 1, Cost Proposal Sheet, are considered the “Core List Items” and will be provided at the prices Vendor submits in Exhibit 1, Cost Proposal Sheet.

2.4.8 Non-Core Toner Pricing: Toner cartridges not appearing among the Core List Items are considered Non-Core Items and Vendor is requested to submit pricing based upon an open market pricing approach. This pricing approach should be inclusive of adjustments and industry pricing trends.

## **2.5 Ergonomic Items**

2.5.1 Ergonomic items listed in Exhibit 1, Cost Proposal Sheet, are considered “Core List Items” and will be provided at the prices Vendor submits in Exhibit 1, Cost Proposal Sheet.

2.5.2 Ergonomic items not appearing among the Core List Items are considered Non-Core ergonomic items and Vendor is requested to submit pricing based upon an open market pricing approach. This pricing approach should be inclusive of adjustments and industry pricing trends.

## **2.6 Janitorial Supplies**

2.6.1 Vendor shall provide the JBE with Material Safety Data Sheets (“MSDS”) for janitorial supplies that include hazardous chemicals.

2.6.2 Janitorial supplies listed in Exhibit 1, Cost Proposal Sheet, are considered “Core List Items” and will be provided at the prices Vendor submits in Exhibit 1, Cost Proposal Sheet.



2.6.3 Janitorial supplies not appearing among the Core List Items are considered Non-Core janitorial items and Vendor is requested to submit pricing based upon an open market pricing approach. This pricing approach should be inclusive of adjustments and industry pricing trends.

## **2.7 Brand Names**

It is understood that the Vendor is offering the referenced brand item as specified in the solicitation. If the description in the solicitation indicates “or equal” the Vendor may propose an equivalent item. If the Vendor proposes an equivalent item, the Vendor must indicate the manufacturer for such item. The Judicial Council reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Judicial Council may require the supply of additional descriptive material and a sample before acceptance, if any, of such a substitute offer.

## **2.8 Packaging**

2.8.1 All products must be delivered in the manufacturer’s standard packaging. Prices submitted in Exhibit 1, Cost Proposal Sheet, 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.

2.8.2 Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the JBE Purchase Order number.

2.8.3 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.

## **2.9 Certifications and Verifications**

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

## **2.10 Guarantee**

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

## **2.11 Rejection of Goods or Acceptance of Service**

Vendor 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 Vendor in error. Vendor shall not charge the JBE for the return of any mis-ordered, mis-shipped or damaged items.

## **2.12 Inventory**

The JBEs have an ongoing requirement for the requested products and Vendor 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.

## **2.13 Estimated Volumes**

No minimum delivery estimate is to be stated in the Master Agreement and the JBEs are not required to place orders under the Master Agreement.

## **2.14 Price Adjustments**

Prices for Core List items shall remain firm through each one-year term of the Master Agreement. Price increase requests must be submitted sixty days prior to the Master Agreement expiration of the then current term. Documentation from the manufacturer supporting any price increases may be requested by the Judicial Council. Any approved price increase to Core List items will be set forth in an amendment to the Master Agreement.

# **3. PROCESSES AND SERVICE**

## **3.1 Delivery and Packing Slips**

3.1.1 Each container must be marked with the Purchase Order number, part number and quantity. Any itemized packing slip bearing the Purchase

Order number as shown thereon must be left with the goods to insure their receipt. Vendor will be responsible for any damage to the building interior, scratched walls, damage to the freight elevator, etc. If damage does occur, it is the responsibility of the Vendor to immediately notify the JBE Project Manager

- 3.1.2 Delivery of products shall be made as required on the individual Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Unless otherwise specified on the Purchase Order, all deliveries will be Inside Deliveries as designated by the JBE Project Manager. Inside Delivery refers to a delivery to a location designated by such representative that is other than a loading dock, front lobby, or reception area. Specific delivery instructions will be provided at the time the order is placed and noted on the Purchase Order.
- 3.1.3 Shipping and delivery costs, if applicable, shall be included in Vendor's prices submitted in Exhibit 1, Cost Proposal Sheet. Vendor shall not invoice the JBE separately for shipping or delivery costs.
- 3.1.4 Delivery commitments will be established and evaluated based on Vendor's response in Exhibit 2, Delivery Locations. Vendor shall maintain an overall monthly average of 95 percent (95%) for next-day delivery of products purchased under the Master Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95 percent of the time.
- 3.1.5 The Vendor's failure to meet delivery terms may result in termination of the Master Agreement.

### **3.2 Procurement Process – Use of the Master Agreement**

- 3.2.1 After award of a Master Agreement, each JBE shall have the right to place orders under the Master Agreement by issuing a Purchase Order. A "Purchase Order" is defined as an ordering document used by a JBE

to place an order under the Master Agreement. The form and format of an ordering document may vary. The terms and conditions of the Master Agreement are applicable to all Purchase Orders, regardless of the ordering document or ordering process. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of the Purchase Order or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement. Pricing for the products ordered shall be in accordance with the prices set forth in the Master Agreement.

- 3.2.2 JBEs issuing a Purchase Order under the Master Agreement will include the name of a JBE contact person in the Purchase Order (“JBE Project Manager”). Vendor will contact the JBE Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.

### **3.3 Ordering Process**

- 3.3.1 Vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.
- 3.3.2 Vendor will provide an immediate acknowledgement of confirmation to the JBE following the JBE’s request to place an order. The acknowledgement will be submitted in writing by either facsimile or email, regardless of what method is used to place the order. Vendor must describe its acknowledgement process in its proposal.
- 3.3.3 When an order is placed, Vendor must (1) notify the JBE if an item is not available at the time the order is placed and present the JBE with an option of a replacement item or the back-ordered item when it becomes available; (2) provide the JBE estimated delivery dates for all back-ordered items; and (3) if a backordered item is not available on the estimated delivery date, the JBE must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the JBE is not satisfied with the quality of the replacement product, the JBE has the right to return the product. The JBE will not incur any cost for return of the product, including but not limited to shipping and handling.

### 3.4 Service

3.4.1 Customer Service: Vendor shall provide ongoing attention and prompt response times to problems experienced by the JBEs relating to products and services provided. The Vendor will provide a support team capable of handling ordering and related customer service issues, plus a mechanism to aid the JBEs in responding to technical questions that may arise regarding product use, content, specifications, etc. Vendor's customer service advisors will provide accurate, up-to-date information on quantity in stock, quantity devoted to other orders and quantity available. Vendor's Customer Service shall include but not be limited to:

- Telephone customer service and onsite service organizational structure.
- Contact process (phone, email, fax, etc.).
- Turnaround time for calls received, in normal, holiday, and emergency situations.
- Follow up process.
- Process to handle back-ordered or out-of-stock products, including alternate suggestions and pricing policy.
- Internal procedures to track customer service contact and resolution.
- Escalation process to resolve outstanding product, customer service and support issues.

3.4.2 Vendor Contact Information: Vendor will be required to provide the following contact information:

- Customer Service
  - Telephone Number
  - Email
- Sales Support
  - Contact Name
  - Telephone
  - Fax Number
  - Email

### 3.5 Invoicing and Payment

3.5.1 The JBE shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item are received at the address shown on the Purchase Order. Payment is due Net 30, unless otherwise indicated on the Purchase Order. Each invoice must be printed on Vendor's standard printed bill form and include at a minimum: (i) the Purchase Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the description and quantity of goods provided; (v) the per unit amount charged; and (vi) the extended price, including all applicable taxes itemized separately. Amounts owed by Vendor to the JBE due to JBE's rejections of goods or services or discrepancies in said invoices will be, at the JBE's option, fully credited against future invoices payable by the JBE or paid by Vendor within sixty (60) days from Vendor's receipt of a debit memo or other written request for payment by the JBE. The JBE retains the right at any time to set off any amount owing from Vendor to the JBE against any amount payable by the JBE to Vendor pursuant to any Purchase Order or any other transaction or occurrence.

3.5.2 The JBEs **do not** pre-pay for any products or services.

### 3.6 Reports

3.6.1 Vendor must provide to the Judicial Council Project Manager, in a form acceptable to the Judicial Council, bi-annual reports which provide a summary, by JBE, of the products and services ordered, including the total value ordered during the quarters reported. Bi-annual reports must include purchases that are invoiced or paid for with a credit card.

3.6.2 Additional reports may be requested by JBEs, including reports on recycled products. Vendor's proposal should include a description of the available reports.

#### 4. PROPOSED PROCUREMENT SCHEDULE

The following is a list of key events related to this RFP. All times correspond to the Pacific Time Zone, and all times and dates are subject to change at the discretion of the JCC.

EVENT	DATE
JCC, on behalf of the JBEs, issues RFP	August 5, 2022
Deadline for questions submitted to <a href="mailto:TCSolicitation@jud.ca.gov">TCSolicitation@jud.ca.gov</a>	August 12, 2022, by 3:00p.m. PST
Questions and answers posted at <a href="http://www.courts.ca.gov/rfps.htm">http://www.courts.ca.gov/rfps.htm</a> ( <i>estimate only</i> )	August 17, 2022
Final proposal due date and time submitted to <a href="mailto:TCSolicitation@jud.ca.gov">TCSolicitation@jud.ca.gov</a>	August 24, 2022, by 3:00p.m. PST
Interviews and demonstrations, if required ( <i>estimate only</i> ) Meeting format to be provided.	August 26, 2022
Evaluation of proposals ( <i>estimate only</i> )	August 29, 2022
Notice of Intent to Award ( <i>estimate only</i> )	September 2, 2022
Master Agreement(s) executed by this deadline ( <i>estimate only</i> )	October 1, 2022

## 5. RFP ATTACHMENTS

The following attachments and exhibits are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign: this JBE Standard Form agreement (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly identifies the benefit to the JCC and the JBEs from the proposed changes and provides a written explanation or rationale for each proposed change.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.  <b>Note: Any material exceptions to the Terms and Conditions will result in a negative factor in the evaluation and could render the proposal nonresponsive.</b>
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 the Small Business Declaration Form and submit the completed form with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: Electronic Funds Transfer Authorization Form	This form is used to gather information that is needed to establish an electronic funds transfer program and must be submitted with the proposal.
Attachment 8: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 9: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 10: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 11: DVBE Declaration	Complete and return this form with the proposal only if Proposer wishes to declare DVBE status.



Attachment 12: Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
EXHIBIT	DESCRIPTION
Exhibit 1: Cost Proposal Sheet	This Excel spreadsheet is used to submit Vendor’s cost proposal.
Exhibit 2: Delivery Locations	This Excel spreadsheet is used to identify the JBE locations. Vendor will complete the spreadsheet and indicate delivery times for each JBE location.
Exhibit 3: Response Template	This Excel spreadsheet is used to submit Vendor’s response to the Section 2 (Specifications and Requirements) and Section 3 (Processes and Service).

## 6. SUBMISSIONS OF PROPOSALS

### 6.1 Proposal Structure

Proposers should respond to every section of this RFP, all attachments, and all exhibits. Within each section of their proposal, proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP should be thoroughly completed and included in the appropriate section of the proposal. Vendors may download the original RFP documents from the bid website, [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm). These documents will be available in whole as the RFP and individually for review and use.

Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

## 6.2 Proposal Copies

- a. The Proposer must submit its proposal electronically and in two parts (Non-cost Proposal and Cost Proposal). The cost portion of the proposal must be completed in the format provided in Exhibit 1, Cost Proposal Sheet.
- b. **Non-Cost Proposal:** When sending electronically, the non-cost portion electronic files must be in searchable PDF, Word, or Excel formats. When submitting proposals electronically, an electronic signature by an authorized representative of the proposer must be included. Electronic signatures may be digital or a scanned image of a handwritten signature that is attached to an electronic document and delivered by electronic means. All electronic signatures shall comply with California Civil Code, title 2.5, sections 1633.1-1633.17 (Uniform Electronic Transactions Act), title 2, sections 22000-22005, and Government Code 16.5. The source Excel file used to prepare responses to Exhibit 3 must also be submitted. The Proposer must submit to the TCSolicitation mailbox (link included in Section 4. Proposed Procurement Schedule).
- c. **Cost Proposal:** When sending electronically, the cost portion electronic files must be in searchable PDF, Word, or Excel format. The source Excel file used to prepare responses to Exhibit 1 must also be submitted. The Proposer must submit to the TCSolicitation mailbox (link included in Section 4. Proposed Procurement Schedule).

## 6.3 Late Proposals

Late proposals will not be accepted.

## 6.4 Proposal Delivery Methods

The Non-cost Proposal and Cost Proposal must be received no later than the due date and time per Section 4, Proposed Procurement Schedule, to be considered. Confirm email submissions are successfully delivered by checking the Junk folder for "Undeliverable" emails. Contact the JCC using the TCSolicitation email provided in Section 4 if issues arise.

## 7. PROPOSAL CONTENTS

- 7.1 Non-Cost Proposal. The following information must be included in the Non-cost Proposal and in the ordered described below. A proposal lacking any of the following information may be deemed non-responsive.
- 7.1.1 Vendor Information: 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.
- 7.1.2 Company Profile: Vendor shall provide a short description of its company. In addition, the Vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each court location, as listed in Exhibit 2, Delivery Locations. Vendor shall list any locations where it cannot provide products and services.
- 7.1.3 Response Template: Vendor shall complete Exhibit 3, Response Template, and indicate agreement to the specifications and requirements set forth in Section 2 and 3 of the RFP. Vendor can include details describing how Vendor complies with the requirements.
- 7.1.4 Vendor shall describe its invoicing process, including but not limited to the following:
- Description of Vendor's billing system
  - Availability of consolidated billing and process for consolidated billing
  - Examples of invoices currently in use

- 7.1.5 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.
- 7.1.6 Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
- 7.1.7 Acceptance of the Terms and Conditions.
  - A. On Attachment 3, Proposer's Acceptance of Terms and Conditions, 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.
  - B. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- 7.1.8 Certifications, Attachments, and other requirements.
  - A. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - B. The Proposer must complete the Darfur Contracting Act Certification (Attachment 10) and submit the completed certification with its proposal.
  - C. If Vendor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Vendor is in good standing in California. If Vendor is a foreign corporation, LLC, LP, or LLP, and Vendor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Vendor is qualified to do business and in good standing in California. If Vendor is a foreign corporation, LLC, LP, or LLP, and Vendor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Vendor is in good standing in its home jurisdiction.

- D. Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (b) a certificate of registration issued under Revenue and Taxation Code section 6226.
- E. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- F. Proof of financial solvency or stability (for example, balance sheets and income statements).
- G. Proposer must complete the Payee Data Record Form (Attachment 6) and submit the completed form with its bid.
- H. Proposer must complete the Iran Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.
- I. Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 9) and submit the completed certification with its bid.
- J. If Proposer wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation, Proposer must complete and submit the DVBE Declaration form (Attachment 11) with its bid.
- K. Each DVBE that will provide services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the Bidder Declaration form (Attachment 12).

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

- 7.2.1 The proposer must complete Exhibit 1 – Cost Proposal Sheet.
- 7.2.2 All pricing shall remain firm for each one (1) year term of the Master Agreement. Price increase requests shall be submitted sixty days prior to the Master Agreement anniversary date. Documentation from the manufacturer supporting any price increases may be requested by the

Judicial Council. Any price increase to Core List items will be set forth in an amendment to the Master Agreement.

7.2.3 Pricing must include all charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses.

**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. OFFER PERIOD

A Proposer'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 Judicial Council reserves the right to negotiate extensions to this period.

## 9. EVALUATION OF PROPOSALS

- 9.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Judicial Council staff will submit all qualified proposals to the evaluation team as described in Attachment 1, Administrative Rules Governing RFPs.
- 9.2 The evaluation team 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 proposal.
- 9.3 If a contract will be awarded, the Judicial Council will post an intent to award notice at <http://www.courts.ca.gov/rfps.htm>.

CRITERION	MAXIMUM NUMBER OF POINTS
Cost/Pricing (Exhibit 1)	50
Specifications and Requirements (Exhibit 3, Response Template)	17

CRITERION	MAXIMUM NUMBER OF POINTS
Ability to Provide Services to JBE Locations and Delivery (Exhibit 2, Delivery Locations)	15
Acceptance of Terms and Conditions <b>Degree to which the Proposer accepts the JCC Terms and Conditions without exceptions (Attachment 2). Significant exceptions to the Terms and Conditions shall be a negative factor in the evaluation.</b>	15
Disabled Veterans Business Enterprise Incentive DVBE incentive points available to qualified vendors.	3

## 10. FINALIST PRESENTATIONS (SOLUTION DEMONSTRATIONS AND INTERVIEWS)

The JCC may conduct interviews with demonstrations with Proposers to clarify aspects set forth in their proposals. The interviews may be conducted by phone or videoconferencing. Proposers whose proposed products meet the specifications and requirements set forth in this RFP may be asked to provide a videoconferencing demonstration of their proposed products. The demonstration will take place via a videoconferencing meeting. The date for the demonstration is set forth in Section 4, Proposed Procurement Schedule.

Proposers will not be reimbursed for any costs incurred in providing or attending the live demonstration.

## 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

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 JCC will not disclose (1) social security numbers, or (2) 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 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 (1) purporting to limit the JCC’s right to disclose information in the proposal or (2) requiring the JCC 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 confidential, proprietary, or privileged information in proposals.

## **12. SMALL BUSINESS PREFERENCE**

### **12.1 Small Business Participation Not Mandatory**

Failure to qualify for the small business preference will not render a proposal nonresponsive.

### **12.2 Small Business Enterprise (SBE) Incentive**

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 percent 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.

### **12.3 Qualification**

To receive the small business preference, the Proposer must be either (1) a Department of General Services (DGS) certified small business or microbusiness performing a commercially useful function, or (2) a DGS-certified small business nonprofit veteran service agency.

### **12.4 Process**

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.

### **12.5 Failure to Complete Forms**

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 JCC may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

### **12.6 Meeting SBE Commitments**

If the Proposer receives the small business preference, (1) the Proposer will be required to complete a post-contract report, and (2) 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.

## **13. DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE**

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

**13.2** Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the Judicial Council’s staff, 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 as specified in Section 9 above.

**13.3** 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,

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

**13.4** If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 12). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Proposer must submit with its proposal a DVBE Declaration (Attachment 11) 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.

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

**13.6** 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 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.**

## **14. 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)); however, in light of the state of emergency related to COVID-19 pandemic,

electronic submissions will be permitted. Failure of a Proposer to comply with the protest procedures set forth in that chapter, with the exception of being permitted to submit a protest electronically, will render a protest inadequate and non-responsive and will result in rejection of the protest.

Protests must be sent electronically to: [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov).