



REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

OFF-SITE DATA STORAGE SERVICES

RFP No: IT-2022-38A-DM

PROPOSALS DUE:

SEPTEMBER 26, 2022

NO LATER THAN

1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 Judicial Council of California. The Judicial Council of California (Judicial Council), chaired by the Chief Justice of California, is the chief 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 Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
- 1.2 The Information Technology Office. The Information Technology Office, part of the Judicial Council's Operations and Programs Division, is responsible for assisting the courts in achieving the organization's technology objectives. The office is directly responsible for the development, acquisition, implementation, and support of automated systems in the appellate courts and the Judicial Council.
- 1.3 The Judicial Council seeks to identify a qualified Contractor to provide off-site Backup Media storage, pickup and delivery of off-site data storage Backup Media. Backup Media shall be stored in secure/lockable/fire-water-heat-cold resistant containers. "Backup Media" shall mean 12-24 LTO, DLT, SOLT, AIT, AIT3 or similar secured tapes in secure/lockable/fire-water-heat-cold resistant containers and any written/backup materials. Tapes are stored and sealed in cartons.
- 1.4 The services shall be performed by a single service provider between **November 1, 2022 and October 31, 2025 ("Initial Term") with two (2) possible consecutive one-year option terms**. The consecutive one-year options shall be exercised at the sole discretion of the Judicial Council.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Contractor shall provide off-site Backup Media storage and related services:
 - a. Pickup of off-site storage Backup Media as needed, from production site located at **455 Golden Gate Avenue, San Francisco, CA 94102-3688** during the **workday (M-F 8am-5pm)**. Contractor's off-site storage locations must be able to support the required pickup and delivery time frames as requested.
 - b. Retrieval/Delivery of Backup Media as needed that is due to be returned to the production site during the **workday (M-F 8 am – 5pm)**.
 - c. On-demand Retrieval/Delivery of Backup Media to the production site on an **emergency basis** via courier or other means within **eight (8) hours** of request, twenty-four hours a day, three hundred sixty-five (365) days per year inclusive

of holidays. The Judicial Council holidays are: New Year's Day, Martin Luther King, Jr., Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

- d. Authorized Judicial Council representatives may contact the facility twenty-four (24) hours a Day, seven (7) Days a week, three hundred sixty-five (365) days a year, to obtain information regarding the Judicial Council's account, Backup Media or any other service request.
- e. If the Contractor cannot accommodate a particular Emergency Retrieval/Delivery request within the established timeframe, the Contractor will communicate with the Judicial Council Project Manager as soon as non-accommodation is known.
- f. Backup Media, if stored in a physical format, shall be stored within the State of California. If store in an electronic format, Backup Media shall be stored within the United States.
- g. An assigned account representative that is familiar with the account and available to meet on an as needed basis, either by on-line meeting or in person during the term of the agreement. The Judicial Council's Project Manager will be responsible for managing, scheduling, and coordinating all Work activities, including Work plans, timelines, and resources, and escalating issues for resolution to Judicial Council management.
- h. Storage facility requirements shall be, at a minimum:
 - i. Constructed to be earthquake resistant.
 - ii. Environmentally controlled, which provides 24 hour/365 day air conditioning, which controls temperature, humidity, and air exchange (maximum temperature of 75° F (22° C), 60° (16° C) minimum temperature; relative humidity: 60% maximum, 30% minimum).
 - iii. Automated non-water fire suppression system.
 - iv. Automatically transferred back-up power.
 - v. 7x24x365 monitoring of security, alarm and fire detection systems, including on-line card key access systems for all doors.
- i. The pickup and delivery vehicles should be specifically equipped, alarmed, unmarked service vehicles which include:
 - i. Alarmed-equipped cab and cargo areas;
 - ii. Mobile radio and cellular communications;
 - iii. Portable HALON fire extinguishers; and
 - iv. Facilities to transport Customer data in locked, tamper resistant and fire/water/heat/cold resistant, locked containers.

- j. Contractor's personnel shall be required to have proper identification badges while on the property of the Judicial Council. Personnel may have to register with Security or pass through metal detector/scanner to gain access. The Contractor's driver will be in uniform and carry an identification badge. The Contractor's driver will carry a scanner with all required information regarding the Judicial Council's account, as well as a cellular phone for constant communication with the Contractor's facility and outside necessary contact.
- k. Contractor shall provide various reports, such as, but not limited to, monthly activity reports, semi-annual and annual inventory reports. The reports shall be provided with the current inventory level or final inventory level. Annual Inventory Report is the summary of the Monthly Activity Reports and final inventory level.
- l. Contractor shall provide all required storage containers to facilitate pick up, storage and delivery for the Judicial Council's Backup Media.
- m. The Judicial Council typically stores data tapes for five (5) years before destruction. Sensitive information contained within computers and electronic devices is especially vulnerable. In addition to paper, Contractor shall destroy all forms of e-waste, including hard drives, CDs, microfilm, credit cards, identity badges and more.

Proof of Destruction – A Certificate of Destruction should be issued upon completion. Contractor should also allow a witness to view destruction and can provide video proof of destruction if needed.

- n. Transition Plan: Upon contract award and within 30 business days, the winning vendor will contact current vendor (GRM) to coordinate, facilitate, and manage the transfer of current Judicial Council Backup Media (**Attachment 11**) from current vendor's facility to winning vendor's facility. Upon completion of transfer, vendor will notify Judicial Council of completed transfer within 5 business days. See attachment 11 for a copy of the Judicial Council's current inventory of Backup Media at current vendor's site.

In the event of contract termination or expiration, Contractor shall return all Judicial Council Backup Media within 30 days of contract termination or expiration.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	September 9, 2022
Deadline for questions to: solicitations@jud.ca.gov	September 16, 2022, no later than 1:00 pm (Pacific Time)
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	September 20, 2022
Latest date and time proposal may be submitted solicitations@jud.ca.gov	September 26, 2022 no later than 1:00 pm (Pacific Time)
Evaluation of proposals. This period may include any interviews. (<i>estimate only</i>)	September 27 - September 30, 2022
Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	October 6, 2022
Negotiation and execution of contract (<i>estimate only</i>)	October 10-21, 2022
Contract start date (<i>estimate only</i>)	November 1, 2022
Contract end date (<i>estimate only</i>)	October 30, 2025

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services):	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 a Judicial Council of California Standard Agreement containing these terms and condition (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a redlined version of the Terms and Conditions that clearly identified the benefit to the Judicial Branch from the proposed changes and provides a written explanation or rational for each proposed change.

ATTACHMENT	DESCRIPTION
Attachment 3: 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.
Attachment 4: General Certifications	The Proposer must complete and submit the completed certification with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6A: Payee Data Record Form (STD 204)	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 6B: Payee Data Record Form (STD 205)	This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.
Attachment 7: Unruh and FEHA Certification	Proposer must sign and submit the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.

Attachment 8: Bidder Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 9: DVBE Declaration	Proposer must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Proposer is itself a DVBE, it must complete the DVBE Declaration itself. If Proposer will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration. If no DVBE incentive is offered, or Proposer does not wish to claim the DVBE incentive, Proposer should not submit a DVBE Declaration.
Attachment 10 – Cost Matrix	Proposer must provide the Cost Matrix with its COST PROPOSAL
Attachment 11 – Inventory	This is a copy of the Judicial Council’s current data tape storage at the current vendor’s site as of August 2022.

5.0 PAYMENT INFORMATION

- Payment Provisions are set forth in Attachment 2, Exhibit B, Payment Provisions.
- The Judicial Council standard business payment terms are net sixty (60) days after receipt of correct invoice.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of Section 7, Proposal Contents. Emphasis should be placed on conformity to the RFP’s instructions and requirements, completeness and clarity of content.
- 6.2 The Proposer must submit its bid electronically in two parts, the technical information and the cost information.
- a. Technical Proposal - The Proposer must submit their Technical Proposal as an attachment to an email sent to: solicitations@jud.ca.gov
- 1) Technical Proposal Cover letter must be on corporate letterhead and signed by an authorized representative of the Proposer. The Technical Proposal must include all components required in this RFP.
 - 2) The Proposer must indicate on the subject line of the submitted email the RFP title and number. Additionally, the RFP number and title must be included on all the bid attachments.

b. Cost Proposal - The Proposer must submit their Cost Proposal **as a separate attachment** to the email submitted with the Technical Proposal. To clarify, Proposer may send a single email to solicitations@jud.ca.gov, with two (2) attachments, clearly marked Technical Proposal (RFP #) and Cost Proposal (RFP #).

6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Emails must be received prior to the due date and time, or the bid will not be accepted. It is the Proposer's responsibility to verify their submission was received.

6.4 Late proposals will not be accepted.

7.0 PROPOSAL CONTENTS

7.1 **Technical Proposal**. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

7.1.1 General information about the Proposer

Proposer's name, address, telephone and fax numbers, and federal tax identification number. **NOTE:** If Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

Proposer's experience and ability to meet RFP deliverable requirements

7.1.1.1 An overview of the Proposer's business activities, including a description of experience in conducting the proposal requirements.

7.1.1.2 References: Provide a description of three (3) data storage projects that the Proposer has completed (or that are still in progress) during the years 2019-2022. Description must include the company name, point of contact, address, email address and telephone number(s). Description must contain the term of the project and annual dollar value (if possible). The Judicial Council may check references listed by Proposer.

7.1.1.3 For each key staff member who will be assigned to work on this project, describe the individual's background, training, and experience, including the individual's ability and experience in conducting similar projects.

7.1.2 Management Summary

7.1.2.1 The management summary should be a non-technical, high-level summary. The management summary must be concise and include any screen shots or samples.

7.1.2.2 The management summary should contain information on the following items:

- a. Describe your document storage process for receiving and pulling data tapes and storage handling capability.
- b. Describe your quality assurance program.
- c. Security of data containers while in your possession
- d. Storage facility(ies) to be used for this RFP, including information on proximity of storage facilities to San Francisco Bay Area, and the average response times to requests for service.
- e. Describe the various standard reports your company offers. If you offer non-standard reports, include information on those. Include the report name and description of that report. Additionally, if possible, provide screenshot samples and navigation information for the Proposer's online inventory control system, including sample request forms, look-up queries and other account management tools.
- f. Describe your inventory control process for storing and pulling data tapes. Provide sample inventory reports, activity reports, bar-coding, and itemized monthly billing statements.
- g. Describe your e-Waste Destruction program, including proof of destruction and certifications.
- h. Provide a brief description of your vehicles that are used to transport the data tapes. Include descriptions of vehicle security, on-board fire extinguisher, etc.
- i. Describe your transition plan should one become necessary to transition the account to another Contractor.
- j. Describe the chronology for completing the work, including a timeline and deadlines for each task.

7.1.3 Acceptance of the Terms and Conditions

7.1.3.1 On **Attachment 3**, Proposer's Acceptance of Terms and Conditions, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation or other change.

7.1.3.2 If exceptions are identified, the Proposer must also submit a redlined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

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.

7.1.4 Certifications, Attachments, and other requirements

7.1.4.1 The Proposer must complete the General Certification Form (**Attachment 4**) and submit the completed form with its proposal

7.1.4.2 Proposer must include in its proposal a completed and signed copies of **Attachment 6A & 6B** (as applicable), Payee Data Record Form(s).

7.1.4.3 If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. **The Contractor shall provide a copy of their Certificate of Status with the Secretary of State of California.** The Judicial Council may verify by checking with California's Office of the Secretary of State. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

7.1.4.4 Proposer (and any subcontractors) must provide copies of current business licenses, professional certifications, or other credentials.

- 7.1.4.5 The Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
- 7.1.4.6 Proof of financial solvency or stability (e.g., balance sheets and income statements).
- 7.1.4.7 The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 7**) and submit the completed certification with its bid.
- 7.1.4.8 The Proposer must provide a current Certificate of Insurance meeting the requirements as listed in Attachment 2, Standard Agreement Terms and Conditions.

7.2 **Cost Proposal**. The following information must be included in Attachment 10, Cost Matrix. A proposal lacking any of the following information may be deemed non-responsive.

- 7.2.1 Please provide pricing detail for each category listed in Attachment 10. All charges, fees and rates must be entered in the applicable cells on the worksheet.
- 7.2.2 Proposer's cost proposal must be inclusive of all transportation costs and/or other expenses. The cost proposal must include costs for the initial three (3) year term as well as the costs for the potential two (2) one-year options.
- 7.2.3 All pricing is to be submitted in an unprotected Microsoft Excel format. No compressed files will be accepted. The Cost Matrix shall contain a detailed listing of all proposed solution components. If necessary, Proposer may use the additional tab to further define or breakdown costs.
- 7.2.4 Proposers shall be responsible for verification of their figures are correct and properly calculate. Math errors in the Cost Matrix could be grounds for disqualification.

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 ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

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

If a contract will be awarded, the Judicial Council will post an intent to award notice at <https://www.courts.ca.gov/rfps.htm>

CRITERIA	MAXIMUM NUMBER OF POINTS
Responses to General Information about Proposer	20
Responses to Management Summary	40
Cost Proposal	30
DVBE Incentive Participation	3
Acceptance of Attachment 2, Standard Agreement Terms and Conditions	7
Total Maximum Number of Points	100

10.0 INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. If necessary, the interviews will be conducted via phone or video conference meeting. The Judicial Council will not reimburse Proposers for any costs incurred to attend the interview. Should an interview become necessary, the Judicial Council will notify Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 11.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

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 Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council’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 9.0 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 8**). 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 9**) 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 Judicial Council 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 Judicial Council'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 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.

If using DVBE subcontractors, the Proposer must complete and return to the Judicial Council a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the Judicial Council. If the Proposer fails to do so, the Judicial Council will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Judicial Council shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the Judicial Council shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to

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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 Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attn: Protest Hearing Officer, RFP-IT-2022-38A-DM
455 Golden Gate Avenue, Sixth Floor
San Francisco, CA 94102-3688

(Indicate Solicitation Number and Name of Your Firm on lower left corner of envelope.)

END OF RFP