



# REQUEST FOR PROPOSALS

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**ADMINISTRATIVE OFFICE OF THE COURTS**

**REGARDING:  
AV VIDEO SYSTEMS MAINTENANCE AND REPAIR SERVICES**

**RFP: EDU 10-12-LM**

**PROPOSALS DUE:  
FEBRUARY 6, 2013, NO LATER THAN 3:00 P.M. (PACIFIC TIME)**

## 1.0 BACKGROUND INFORMATION

- 1.1 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, and includes the superior courts, appellate courts and state supreme court. 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. The Judicial Council is comprised of twenty-eight (28) members representing the judicial system as well as the State Bar and both houses of the State Legislature.
- 1.2 The Administrative Office of the Courts (“AOC”) is the staff agency for the Judicial Council, and assists both the Judicial Council and its chair in performing their duties. The AOC is located in San Francisco. It is comprised of various divisions one of which is the Education Division, which manages the audio-visual technical infrastructure and systems in AOC facilities.
- 1.3 The AOC currently has portable and integrated audio-visual systems and equipment in three (3) cities statewide: **San Francisco** (455 Golden Gate Avenue), **Sacramento** (2850 and 2860 Gateway Oaks Drive) and **Burbank** (2255 North Ontario Street) (individually and collectively “AOC Location(s)”).
- 1.4 The AOC utilizes the systems and equipments in shared conference spaces for the purposes of administrative, educational, and ceremonial functions. The equipment and spaces vary depending upon location. **San Francisco** has the largest spaces consisting of two (2) conference centers with nineteen (19) meeting rooms, two (2) audio-visual control rooms, one (1) courtroom, and one (1) media production studio. The conference centers accommodate an average of fifty (50) meetings per week. The **Sacramento** and **Burbank** locations consist of a conference space with Crestron or AMX integrated control systems and installed presentation equipment, a training space with integrated AMX control system and installed presentation equipment, and a stand-alone videoconference capable room with display equipment.

## 2.0 PURPOSE OF THIS RFP

- 2.1 The AOC seeks to identify and award a contract for services to one (1) Contractor to provide audio-visual equipment Maintenance and Repair services for systems and equipment in AOC Locations. This RFP is the means for a person or entity submitting a proposal to provide their qualifications to the AOC for selection as the Contractor. The Contractor will provide remote telephonic support services, repair and replacement services for equipment and parts, and coordinate the use of loaner equipment as applicable. The Contractor will also perform standard and Emergency Assistance Maintenance and Repair at AOC Location, basic AOC staff training as needed, and simple installation work, in accordance with the work of the Agreement.

- 2.2 Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents, can be found on the California Courts Website located at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm) (“Court’s Website”).
- 2.3 The AOC expects the selected person or entity submitting a proposal (“Proposer”) to perform activities and responsibilities associated with the solicitation for three (3) years. The contract awarded from a solicitation for such services is expected to be in the **\$18,000.00-\$20,000.00** per Term.
- 2.4 If a contract is awarded, Services are expected to be performed by the Contractor for a period of one (1) year from **March 1, 2013 to February 28, 2014 (“Initial Term”)** with the option to extend the Agreement for two consecutive one-year option terms under the same terms and conditions and same compensation cost for each Option Term. The decision to exercise the option terms will be at the AOC’s sole discretion. These option terms are defined as: **First Option Term: March 1, 2014 to February 28, 2015** and **Second Option Term: March 1, 2015 to February 29, 2016.**
- 2.5 Terms Used in this RFP. Definitions used in this RFP are provided in Attachment 2, Exhibit A, General Terms and Conditions, sub paragraph 1. Definitions.

### **3.0 DESCRIPTION OF GOODS AND/OR SERVICES**

- 3.1 **Scope of Services.** The Contractor will provide Maintenance and Repair services of the installed and portable audio-visual systems and equipment in AOC Locations. The Contractor will provide services at AOC Locations and Contractor Service Locations, including Maintenance and Repair services, replacement equipment and parts, simple installation services, AOC staff training and consulting, Preventative Maintenance site visits and reporting services. The Contractor will perform simple installation work in the performance of Maintenance and Repair services. The documentation for Services will include the Acceptance and Sign-off Form (Attachment 2, Exhibit D) and the Contractor’s invoice. Additional invoice(s) should be added, if necessary. The detailed pricing provisions will be included in Attachment 2, Exhibit B, if a contract is awarded from this solicitation.
- 3.2 **Preventative Maintenance Services.**
  - 3.2.1 The Contractor shall provide biannual service visits to the AOC Locations. The Contractor will coordinate and provide a planned and controlled program of systematic inspection, adjustment, lubrication, and replacement of components, as well as performance testing and analysis of all installed and portable audio-visual systems and equipment.
  - 3.2.2 The Contractor shall provide the AOC with a report on all AOC Locations Preventative Maintenance visits, including equipment check-lists, recommended repair and replacement analysis, and recommended time intervals for equipment maintenance schedules.

- 3.2.3 The Contractor shall provide the AOC with audio-visual industry updates on new technologies and best practices for installed and portable equipment.
- 3.2.4 AOC Location Maintenance and Repair Services.
- 3.2.4.1 The Contractor shall provide a toll free number to receive trouble and service request calls from AOC AV personnel during Standard Business Hours.
- 3.2.4.2 The Contractor shall coordinate and provide standard on-site Maintenance and assessment of malfunctioning equipment within two (2) days of the request.
- 3.2.4.3 The Contractor shall coordinate and provide Emergency Assistance at AOC Locations and assessment of malfunctioning equipment within four (4) Standard Business Hours on the same day of the request, if such request is received before 12:00 PM Pacific Time.
- 3.2.4.4 The Contractor shall provide and install loaner equipment if repairs are to exceed forty-eight hours (48) and assistance in securing that equipment from a third-party vendor if necessary.
- 3.2.5 Contractor Service Location Maintenance and Repair Services.
- 3.2.5.1 The Contractor shall coordinate and provide Contractor Service Location Maintenance and Repair of malfunctioning equipment for AOC Locations.
- 3.2.5.2 The Contractor shall coordinate and provide Contractor Service Location Maintenance and assessment of malfunctioning equipment within two (2) days of the initial service request.
- 3.2.5.3 The Contractor shall coordinate and provide Emergency Assistance at Contractor Service Locations and assessment of malfunctioning equipment within four (4) business hours on the same day of the request, if such request is received before 12:00 PM Pacific Time.
- 3.2.5.4 The Contractor shall provide and install loaner equipment if repairs are to exceed forty-eight hours (48) and assistance in securing that equipment from a third-party vendor is necessary.
- 3.2.5.5 The Contractor will coordinate and oversee the factory repair equipment process on behalf of the AOC.
- 3.2.6 Training and Consulting Services.
- 3.2.6.1 The Contractor will provide training of AOC staff on an “as needed basis”

and determined by the AOC Project Manager for applicable installed and portable audio-visual equipment and systems in coordination with the AOC Project Manager. Recordation of training shall be made and submitted to the AOC Project Manager.

3.2.6.2 The Contractor will make all commercial efforts to provide immediate remote telephone consultation services for new equipment and technology assessment and solution inquiries.

### 3.2.7 Simple Installation Services.

The Contractor will performance simple installation work, in accordance with the performance of the maintenance and services work, as set forth in this Agreement.

### 3.2.8 Reporting Services.

The Contractor will provide a biannual service report of all Maintenance and Services Work completed, in accordance with the performance of the Maintenance and Services Work, as set forth in this Agreement to the AOC Project Manager in a report format suggested by the Proposer and approved by the AOC Project Manager. This reporting form will be made part of the contract as Exhibit E, Attachment 4. (See Contract Terms and Conditions, Exhibit E)

### 3.2.9 Cancellation of Services.

3.2.9.1 The AOC may inquire into availability of services on a per-specific-event basis. The AOC may “book” inquiries on the date of the event or months in advance, and may cancel at any time, subject to a Cancellation Fee. Inquiries that occur during Non-Standard Business Hours or events that require special AOC staff scheduling, vendor or venue coordination must be resolved by the Parties within the constraints of advance requirements of third-party vendors and venues, and no later than forty-eight (48) hours prior to the event.

*[Remainder of page left blank intentionally]*

**4.0 TIMELINE FOR THIS RFP**

4.1 The AOC has developed the following list of key events related to this RFP.

<b>Key Events</b>	<b>Key Dates</b>
RFP issued	January 11, 2013
Deadline for questions to <a href="mailto:Solicitations@jud.ca.gov">Solicitations@jud.ca.gov</a> (3:00 PM, Pacific Time)	January 22, 2013
Questions and answers posted at <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> (estimate only)	January 25, 2013
Proposer Solicitation Specifications Protest Deadline	February 6, 2013
Latest date and time proposal may be submitted (3:00 PM, Pacific Time)	February 6, 2013
Pre-pricing evaluation of non-cost proposals (estimate only)	February 7 through 13, 2013
Non-cost proposal scores per Proposer posted at <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> (estimate only)	February 15, 2013
Public opening of cost portion of proposals. Notice of date, time and location to be posted at <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> .	February 21, 2013
Interview period (estimate only)	1-2 days, if needed
Notice of Intent to Award (estimate only)	February 26, 2013
Negotiations and execution of contract (estimate only)	February 26 - 28
Contract start date (estimate only)	March 1, 2013
Contract end date (estimate only)	February 28, 2014

*[Remainder of page left blank intentionally]*

## 5.0 RFP ATTACHMENTS

A. The following Attachments are included as part of this RFP.

Attachment	Description
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Terms and Conditions (includes JBCL Appendix)	If selected, the Proposer must sign an AOC Standard Form Agreement containing these terms and conditions (“Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Contract 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: Vendor Data Record Form	This form contains information the AOC requires in order to process payments and must be submitted with the proposal.
Attachment 5: Iran Contracting Act Certification Form	Proposer must complete the Iran Contracting Act Certification Form and submit the completed certification with its proposal.
Attachment 6: Conflict of Interest Certification Form	On this form, the Proposer indicates that there is no interest that would constitute a conflict of interest under California Law.
Attachment 7: Conflict Materials Certification Form	On this form, the Proposer makes a certification pursuant to PCC 10490(b).
<b>Attachments 3-7 must be signed by an authorized representative of the Proposer.</b>	

B. The following Appendix is included as part of this RFP.

Appendix	Description
Appendix A: Cost Proposal Pricing Form	The Proposer must submit pricing, using this form, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded.

## 6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of *Section 7.0, Proposal Contents*. 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 The Proposer must submit its proposal *in two parts*, the technical proposal and the cost proposal.

6.2.1 The Proposer must submit **one (1) original and two (2) copies of the technical proposal**. *The original must be signed by an authorized representative of the*

*Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.*

6.2.2 The Proposer must submit **one (1) original and two (2) copies of the cost proposal** on Appendix A, Cost Proposal Pricing Form. *The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the AOC in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.*

6.2.3 *The Proposer must submit an electronic version of the technical and cost proposals on separate CD-ROM disks. The files contained on the disks should be in PDF as well as editable/unprotected Word or Excel formats.*

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California  
Administrative Office of the Courts  
Fiscal Services Office, Business Services  
Attn: Nadine McFadden, RFP: EDU 10-12-LM  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3688

6.3.1 Proposals must be received by the date and time listed on the coversheet of this RFP. Late proposals will not be accepted.

6.3.2 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

## 7.0 PROPOSAL CONTENTS

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

- A. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if 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 Proposer's designated representative for purposes of this RFP.
- C. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has provided similar services. The AOC may check

references listed by Proposer.

- D. For each key staff member: a resume describing individual(s) background and experience, as well as the individual(s) ability and experience in conducting the proposed activities. This file should be in *unprotected* Word format.
- E. Proposed approach and methodology employed to complete the work, a copy of the Proposer's service estimate form and a preventative maintenance checklist.
- F. Acceptance of the Terms and Conditions (Attachment 3)
  - i. 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.
  - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Contract Terms and Conditions (Attachment 2) that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
  - iii. Note: A material exception to a Minimum Term labelled (\*) in Attachment 2 will render a proposal non-responsive.
- G. Certifications, Attachments, and other requirements
  - i. Proposer must include in its proposal a completed and signed Vendor Data Record Form (Attachment 4), or provide a copy of the form previously submitted to the AOC.
  - ii. Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more, the Proposer must include an Iran Contracting Certification Form (Attachment 5).
  - iii. Proposer must include the Conflict of Interest Certification Form (Attachment 6) in its proposal. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
  - iv. Proposer must include the Conflict Minerals Certification Form (Attachment 7) in its proposal. Proposer certifies that either: (i) it is not a "scrutinized company" as defined in PCC 10490(b) or (ii) the goods or

services the Contractor will provide to the AOC are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

- v. Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.
- vi. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.
- vii. Copies of current business licenses, professional certifications, or other credentials.
- viii. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Portion. The following information must be included in the cost portion of the proposal.

A. AV Maintenance and Repair Services.

- i. A detailed line item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- iii. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

B. Cost Proposal Pricing Form (Appendix A).

- i. The Proposer is to provide a cost proposal which encompasses all pricing, including the applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide the AOC Locations with the Work.

**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 period, the AOC reserves the

right to negotiate extensions to this period.

## 9.0 EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened on the date, time and location set forth in the Notice posted to the Court’s Website (see Section 4.1). At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

- Proposals that contain false or misleading statements may be rejected if, in the opinion of the AOC, the information was intended to mislead the state regarding a requirement of the solicitation document.
- If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may also cause a proposal to be rejected.
- Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
- During the evaluation process, the AOC may require a Proposer's representative to answer questions with regard to the Proposer’s proposal. Failure of a Proposer to respond and demonstrate in a timely manner that the claims made in its proposal are, in fact, true may be sufficient cause for deeming a proposal nonresponsive.
- A Proposer is eligible for a total of one hundred (100) points for the written proposal.
- Written proposals will be evaluated by the AOC per the following selection criteria and weighting:

<b>Factors</b>	<b>Possible Points</b>
Cost	<b>50</b>
Quality of work plan submitted	<b>20</b>
Experience on similar assignments	<b>15</b>
Acceptance of the Terms and Conditions	<b>10</b>
References	<b>5</b>
	<b>100</b>

## 10.0 INTERVIEWS

The AOC may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the AOC’s offices. The AOC will not

reimburse Proposers for any costs incurred in traveling to or from the interview location. The AOC will notify eligible Proposers regarding interview arrangements.

#### **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each proposal will be retained by the AOC for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a AOC may disclose all information contained in a proposal, including information marked as confidential or proprietary.

#### **12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The AOC has waived the inclusion of DVBE participation in this solicitation.

#### **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](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 nonresponsive, and will result in rejection of the protest. The deadline for the AOC to receive a solicitation specifications protest is listed in the RFP timeline in this document. Protests should be sent to:

Judicial Council of California  
Administrative Office of the Courts  
Fiscal Services Office, Business Services  
Attn: Nadine McFadden, RFP #EDU 10-12-LM  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3688

***END OF RFP***