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| REQUEST FOR PROPOSALS |
| **JUDICIAL COUNCIL OF CALIFORNIA**  **REVISION NO. 3**  **REVISED JUNE 8, 2017**  **Regarding:** *Security Screening Equipment & Maintenance*  *RFP No. TCAS-2017-03-JU*  **PROPOSALS DUE:**  *June 8, 2017* no later than *2:00* p.m. Pacific time |

**1.0 BACKGROUND INFORMATION**

* 1. Judicial Council of California. 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).
  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.
  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,” “trial court,” or “JBEs.”).
  4. The Judicial Council seeks to provide a secure environment for the State of California’s judicial branch facilities by establishing, operating and maintaining security screening stations at various facility entry points. The Judicial Council requests proposals from highly qualified vendors with expertise in providing security screening equipment, training, installation, implementation and onsite maintenance services (collectively “Products and Services”) to provide the Products Services as described in section 2.0 of this RFP 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”).
  5. There are approximately 340 cabinet x-ray machines and 424 magnetometers located in JBE facilities statewide. Generally, equipment is purchased with five years of service coverage, followed by coverage purchased on a single year basis for the life of the machine. The equipment is typically replaced when it reaches the end of its reasonable life expectancy.
  6. This RFP includes the purchase of new equipment, shipping, installation, training and maintenance of the new equipment and the removal of decommissioned x-ray machines. In addition, this RFP includes a standalone maintenance component to address the period between the expiration of the initial coverage period and end of life, and for coverage of any existing equipment of the same brand purchased prior to the execution of any resulting Master Agreement.

1.7 The Judicial Council anticipates awarding one or more Master Agreements for an initial two-year term, with three consecutive one-year options for a potential maximum of five years. Each of the three option terms may be exercised at the Judicial Council’s sole discretion. Any resulting Master Agreement is estimated to be effective from August 1, 2017 through July 30, 2019.

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

2.1 General Description

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

2.2 Products and Specifications

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

2.2.1 Magnetometer

2.2.1.1 Must meet ADA requirements. All magnetometers must be of a width to permit a wheel chair to pass through it.

2.2.1.2 Color: ideally metallic or grey color.

2.2.1.3 Materials: non-corrosive materials.

2.2.1.4 Power: 120 VAC.

2.2.1.5 Power cord length: not less than six (6) feet.

2.2.1.6 Must be able to detect mixed alloy and magnetic objects.

2.2.1.7 Audible warning system with volume control.

2.2.1.8 The unit must have a display on both the exit and entry point that will indicate detection of metallic objects. The display should have zone detection capabilities to indicate the location of said metallic objects.

2.2.1.9 Control unit must have immediate selection of security levels and all functions must be programmable via microprocessor. Programming must be done by a built-in keyboard with access secured by a mechanical lock. Control unit must be moveable or duplicated for viewing on either side or end of the unit.

2.2.1.10 Must meet all local, state and federal requirements, FAA regulations and be 100% safe for all health related machines and pacemakers.

2.2.1.11 The following optional equipment for the magnetometer should be available: matching assistants (side) table, floor anchor system, wheel attachments, battery back-up and remote viewing accessory.

2.2.1.12 Built in counting system.

2.2.1.13 Include a description of available calibration test kits that simulate the metallic content of a small knife or gun for use in calibrating the equipment.

2.2.2 Standard Cabinet X-Ray System

2.2.2.1 Overall size: not exceeding 86” L x 36” W x 62” H.

2.2.2.2 Tunnel size: at least 20” W x 16” H.

2.2.2.3 Weight: not exceeding 1200 lbs.

2.2.2.4 Power: 120 VAC.

2.2.2.5 Conveyor load: up to 300 lbs.

2.2.2.6 Conveyor speed: at least 35 fpm.

2.2.2.7 Sensitivity: at least 38 AWG.

2.2.2.8 Penetration in steel: at least 28 mm.

2.2.2.9 Display: Dual screen monitors; at least 17” flat screen LCD.

2.2.2.10 Must meet all current federal and California emission and radioactivity standards.

2.2.2.11 Must be able to capture image and write to removable media.

2.2.2.12 Must have available two (2) optional table lengths for in-feed and out-feed roller tables.

2.2.2.13 Must have readily available Operating System with current service pack and patches.

2.2.2.14 Must include training/testing software.

2.2.2.15 The following optional equipment for the x-ray machine should be available: movable pedestal stand for remote operation and Plexiglas entry/exit shields.

2.2.3 Compact Cabinet X-Ray System

2.2.3.1 Overall Size: not exceeding 50” L x 30” W.

2.2.3.2 Tunnel size: at least 20” W x 12” H.

2.2.3.3 Weight: not exceeding 550 lbs.

2.2.3.4 Power: 120 VAC.

2.2.3.5 Conveyer speed: at least 35 fpm.

2.2.3.6 Sensitivity: at least 38 AWG.

2.2.3.7 Penetration in steel: at least 10 mm.

2.2.3.8 Display: at least 17” flat LCD.

2.2.3.9 Must have desktop or wheeled base option.

2.2.3.10 Must meet all current federal and California emission and radioactivity standards.

2.2.3.11 Must be able to capture image and write to removable media.

2.2.3.12 Must have readily available Operating System with current service pack and patches.

2.2.3.13 Must include training/testing software.

2.2.4 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.

2.2.5 Guarantee

All equipment shall be guaranteed to be new and to perform to the manufacturer’s specifications and Vendor shall warrant the equipment against defects in material and workmanship

2.3 Services

2.3.1 Installation

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

2.3.2 Training

2.3.2.1 Vendor shall provide to the JBE ordering any Products and Services a manual which shall include, but not be limited to, instructions on how to operate the functions, best practices, user tips and tricks, how to read the instruments and how to set-up instruments for different uses; the manual shall be used by those who go through initial training and who will be providing product training to new operators.

2.3.2.2 Vendor shall provide a total of four (4) hours of onsite training at the JBE’s location for each product described that was purchased by the JBE. Two (2) hours of this training shall be provided at the time the product is installed, fully functioning and accepted by the JBE. The remaining two (2) hours of training shall be provided upon the JBE’s request at any time after the initial two (2) hours of training, but no later than twelve (12) months following the date the product was installed, fully functioning and accepted by the JBE. Training personnel provided by Vendor shall possess all requisite skills and knowledge to perform the training.

2.3.2.3 Upon request of a JBE, Vendor shall provide onsite training in addition to that described in section 2.3.2.2 for each product described in section 2.2 that was purchased by the JBE. Hourly billing rates for additional onsite training (as described in section 2.3.2.3), shall be inclusive of all related costs, including, but not limited to, labor, travel and materials. Training personnel provided by Vendor shall possess all requisite skills and knowledge to perform the training.

2.3.3 Onsite Maintenance Services and Support

2.3.3.1 Vendor shall provide five (5) continuous years of onsite maintenance services and support for the products described in section 2.2 which shall commence on the day the purchased product is installed, fully functioning and accepted by the ordering JBE. The onsite maintenance services and support obligations will continue even if the Master Agreement expires, is terminated, or is not extended. Service agreements for x-ray machines must include an annual preventive maintenance and radiation survey. A copy of the radiation survey must be provided to the ordering JBE.

2.3.3.2 Vendor’s customer service team shall be on-site within twenty-four (24) hours after a JBE or its representative places a service call. All calls made by a JBE or their representative shall be returned within two (2) hours of the call to confirm time of arrival by Vendor’s service representative. Unless otherwise agreed to between Vendor and the JBE or their representative, service shall be performed within the JBE’s business hours, which are generally 8 am to 5 pm PST, Monday through Friday. Vendor shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by the JBE or their representative. Onsite service provided outside of regular business hours are billable at an hourly rate. The responding Vendor’s service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.

2.3.3.3 Onsite maintenance services and support is the primary vehicle for repair of equipment. Any manufacturer’s warranty is considered ancillary to maintenance services and support.

2.3.3.4 Vendor shall provide telephone and email support to handle all requests and questions related onsite maintenance services and support.

2.3.4 Customer Service

2.3.4.1 Vendor’s customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution of onsite maintenance services and support issues. The customer service process includes, but is not limited to:

a. Telephone customer service and onsite service organizational structure.

b. Contact process (phone, email, fax, etc.).

c. Turnaround time for calls received, in normal, holiday, and emergency situations.

d. Follow up process.

e. Internal procedures to track customer service contact and resolution.

f. Escalation process to resolve outstanding customer service and maintenance services and support issues.

g. Remedies for not meeting the required onsite maintenance services and support response time for a service call placed by a JBE, with such remedies to include, but not be limited to, providing loaner equipment.

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

2.3.4.2.1 Service and Technical Support

Telephone: TBD

Email: TBD

2.3.4.2.2 Purchase Order Submittal

Contact name: TBD

Telephone: TBD

FAX: TBD

Email: TBD

2.3.4.2.3 Sales Support

Contact name: TBD

Telephone: TBD

FAX: TBD

Email: TBD

2.3.5 Reports

Vendor must provide to the Judicial Council Project Manager (“Judicial Council Project Manager”) in a form acceptable to the Judicial Council, quarterly reports which provide a summary, by JBE, of the Products and Services ordered, including the total value ordered during the quarter reported. The quarterly report must also include serial numbers of the security screening equipment, maintenance services and support coverage or extended maintenance services and support dates for each unit. Quarterly reports must be provided to the Judicial Council Project Manager no later than thirty (30) days after the end of each calendar quarter and must include purchases that are invoiced or paid for with a credit card. The quarterly report must also include a list of products that are manufacturer discontinued within the quarter reported or are scheduled to be manufacturer discontinued within the next twelve (12) month period. The report must include a proposed replacement product for any product that is manufacturer discontinued, as well as pricing for the proposed replacement. Additionally, notification shall be provided of any specification changes in the equipment, particularly dimensions, to a particular model during the contract period.

2.4 Ordering Process

2.4.1 The Judicial Council and JBEs may elect, but are not required, to purchase the Products and Services under the Master Agreement. The Judicial Council and JBEs may issue to Vendor a Purchase Order (“Purchase Order”) for Products and Services with possible variation in the form and format of the Purchase Order.

2.4.2 The JBEs will be responsible for the receipt and acceptance of all Products and Services ordered from Vendor and will also be responsible for payment pursuant to any resulting Master Agreement terms and conditions as described in Attachment 2, Judicial Council Standard Terms and Conditions.

2.4.3 The JBE placing a Purchase Order will include the name of the JBE’s contact person (“JBE Project Manager”) in the Purchase Order and the Vendor shall contact the JBE Project Manager regarding questions or payment status associated with the Purchase Order. If the Judicial Council is placing a Purchase Order on behalf of a JBE, then Judicial Council Project Manager is the project manager and the Vendor shall contact the Judicial Council Project Manager regarding questions or payment status associated with the Purchase Order.

2.4.4 After a Purchase Order has been issued to Vendor, Vendor must provide the Judicial Council or JBE with an immediate receipt acknowledgement of the Purchase Order. The acknowledgement must be submitted by facsimile or email, regardless of what method is used to place the Purchase Order and must include a listing of the Products and Services ordered, the delivery, installation and testing dates (if such dates are known at the time the Purchase Order is placed) and Vendor contact information. The Purchase Order is not binding until Vendor provides receipt acknowledgement of the Purchase Order which includes a listing of the Products and Services ordered, the delivery, installation and testing dates (if such dates are known at the time the Purchase Order is placed) and Vendor contact information to the Judicial Council or JBE placing the Purchase Order. Regardless of whether a Purchase Order contains delivery, installation and testing dates, it is the obligation of Vendor to confirm or reconfirm, as applicable, such dates with the Judicial Council or JBE that placed the Purchase Order before Vendor proceeds with such delivery, installation or testing. Vendor understands and acknowledges that the Judicial Council or JBE may not know the delivery, installation and testing dates at the time a Purchase Order is issued. Vendor further understands and acknowledges that even if a Purchase Order includes such dates, a change in circumstances beyond the reasonable control of the Judicial Council or JBE may require the Judicial Council or JBE to change the delivery, installation and/or testing dates at no additional cost to the Judicial Council or JBE. The time and place of delivery, installation and testing must be acceptable to the Judicial Council or JBE.

2.5 Packaging

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

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

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

2.6 Delivery Requirements and Shipping Costs

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

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

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

2.7 Rejection of Goods or Acceptance of Service

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

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.

2.8 Inventory

The JBEs have an ongoing requirement for the Products and Services 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.

2.9 Estimated Volumes

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

2.10 Warranty

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

**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**:** | *May 12, 2017* |
| Pre-Proposal Conference Call Registration Deadline (see section 6.0 below for details) | *May 18, 2017, 12:00p.m. PST* |
| Pre-Proposal Conference Call | *May 22, 2017, 10:00a.m. PST* |
| Deadline for questions | *May 24, 2017 by 3:00p.m. PST* |
| Questions and answers posted at <http://www.courts.ca.gov/rfps.htm> | *May 31, 2017* |
| Latest date and time proposal may be submitted | *June 13, 2017 by 2:00p.m. PST* |
| Interviews and demonstrations (*estimate only*) | *June, 2017* |
| Evaluation of proposals (*estimate only*) | *June, 2017* |
| Notice of Intent to Award (*estimate only*) | *July, 2017* |
| Negotiations and execution of contract (*estimate only*) | *July, 2107* |
| Contract start date (*estimate only*) | *August 1, 2017* |
| Contract end date (*estimate only*) | *Initial term ends July 31, 2019*  *The option terms end July 31, 2022* |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (Non-IT Goods/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: this JBE Standard Form agreement (the “Terms and Conditions”). |
| 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 and this form must be submitted with its proposal. |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form 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 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: Iran Contracting Act Certification | The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 8: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal. |
| Attachment 9: DVBE Declaration | Complete and return this form with the proposal only if Proposer wishes to declare DVBE status. |
| Attachment 10: Bidder Declaration | Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP. |
| Attachments 3 - 10 must be signed by an authorized representative of the Proposer. | |
|  | |
| **EXHIBIT** | **DESCRIPTION** |
| Exhibit 1: Pricing Form | This Excel spreadsheet is used to provide Proposer’s cost proposal and this form must be submitted with its proposal. |

**5.0 PAYMENT INFORMATION**

Payment will be based on the terms and conditions of any resulting Master Agreement. The Judicial Council and JBEs do not pre-pay for any goods and services.

**6.0 Pre-proposal Conference CALL**

The Judicial Council will hold a pre-proposal conference call on the date and time indicated in section 3.0 of this RFP. The pre-proposal conference will be held via a conference call. Interested Proposers must submit an email to [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) requesting the call-in number and pass code no later than 12:00p.m. (PST) on May 18, 2017. The email must include: 1) name of your company and 2) name and title of your designated representative attending the conference call. The RFP number must be included in the subject line of the email. A response will be sent by May 18, 2017 at 3:00 p.m. (PST) with the call in number and pass code. Attendance will be taken before the call begins. Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend.

**7.0 SUBMISSIONS OF PROPOSALS**

7.1 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.

7.2 The Proposer must submit its proposal in two parts, the technical (non-cost) proposal and the cost proposal.

a. The Proposer must submit **one (1) original and one (1) electronic version** of the technical proposal; the electronic version shall be a USB memory stick/flash drive. The original must be signed by an authorized representative of the Proposer. The original and electronic versions of the technical proposal must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number and “Technical Proposal” on the outside of this sealed envelope.

b. The Proposer must submit **one (1) original and one (1) electronic version** of the cost proposal; the electronic version shall be a USB memory stick/flash drive. The original must be signed by an authorized representative of the Proposer. The original and electronic versions of the cost proposal must be submitted to the Judicial Council in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number and “Cost Proposal” on the outside of this sealed envelope.

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

Judicial Council of California  
Attn:  Procurement – Contracts Supervisor  
RFP No. TCAS-2017-03-JU  
2850 Gateway Oaks Drive, Suite 300  
Sacramento, CA  95833-4348

7.4 Late proposals will not be accepted.

7.5 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.

**8.0 PROPOSAL CONTENTS**

8.1 Technical Proposal. The following information must be included in the technical proposal and in the **exact** ordered described below. A proposal lacking any of the following information may be deemed non-responsive.

a. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

b. Name, title, address, telephone number and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.

c. For each key staff member: provide a brief summary of the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.

d. 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.

e. Proposed equipment and services

1. Product Information Sheets.

Submit product information sheet(s) for each of your proposed products which meet the specifications described in sections 2.2.1, 2.2.2 and 2.3.3 of this RFP.

1. Installation Plan.

Provide a description of your installation process, what is included and the qualifications of available personnel to perform installation services, including functionality tests that are performed and timing requirements. Proposer shall include details of a plan for communications with the JBEs regarding the delivery and installation schedule. See section 2.3.1 of this RFP.

1. Maintenance and Service Plan.

Provide a description of your maintenance and service plan. See section 2.3.3 of this RFP. This description shall include, but not be limited to, the following:

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

Provide a description of your access to your proposed products and ability to fill a large number of orders, including installation service. Proposer should estimate average delivery time to JBE following Purchase Order date. See section 2.8 of this RFP

1. Training Plan.

Provide a description of what services you provide to train JBE member staff on the safe and effective operation of the proposed equipment that may be ordered by a JBE under any resulting Master Agreement as well as the qualifications of available Proposer personnel who will perform the training services. Proposer shall also indicate when training typically occurs after receipt and or installation of ordered equipment. This description will include training curriculum, time dedicated to training and schedule communications planning. See section 2.3.2 of this RFP.

f. Acceptance of the Terms and Conditions.

i. 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.

ii. 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.

g. Certifications, Attachments, and other requirements.

i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

iv. 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.

v. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

vi. Proof of financial solvency or stability (for example, balance sheets and income statements).

vii. Proposer must complete the Payee Data Record Form (Attachment 6) and submit the completed form with its bid.

viii. Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.

ix. Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

1. 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 9) with its bid.
2. 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 10).

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

i. The proposer must complete Exhibit 1 - Pricing Form. All pricing shall remain fixed for at least the initial two (2) year term of any resulting Master Agreement

**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.

**9.0 LIVE DEMONSTRATION**

9.1Proposers whose proposed products meet the specifications described in section 2.2 of the RFP may be asked to provide a live demonstration of their proposed products. The demonstration will take place at a facility to be chosen by the Proposer which shall be near the Judicial Council offices in San Francisco, California at a date and time to be determined.

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

**10.0 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 Judicial Council reserves the right to negotiate extensions to this period.

**11.0 EVALUATION OF PROPOSALS**

11.1 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.

11.2 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.

11.3 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 (Exhibit 1) | 30 |
| Live Demonstration (RFP section 9) | 22 |
| Specification Conformity (RFP sections 2.2.1, 2.2.2, 2.2.3) | 8 |
| Installation Plan (RFP section 2.3.1) | 8 |
| Maintenance and Service Plan (RFP section 2.3.3) | 8 |
| Product Availability and Lead Times (RFP section 2.8) | 8 |
| Acceptance of Terms and Conditions (RFP section 8.1.f) | 8 |
| Training Plan (RFP section 2.3.2) | 5 |
| DVBE Incentive (RFP section 14) | 3 |

**12.0 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. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council offices. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

**13.0 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 Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council 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.

**14.0 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE**

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

14.2 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 11 above.

14.3 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”).

14.4 If Proposer wishes to seek the DVBE incentive:

* Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 10). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
* 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.

14.5 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.

14.6 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 MISREPREPRETATION 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.**

**15.0 PROTESTs**

Any protests will be handled in accordance with the protest procedures set forth in Attachment 1, Administrative Rules Governing RFPs. Failure of a Proposer to comply with the protest procedures set forth in Attachment 1 will render a protest inadequate and non-responsive, and will result in rejection of the protest. Protests must be sent to:

Judicial Council of California

Attn: Procurement – Contracts Supervisor

2850 Gateway Oaks Drive, Suite 300

Sacramento, CA 95833-4348