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|  | REQUEST FOR PROPOSALS |
| **JUDICIAL COUNCIL OF CALIFORNIA**  **Regarding:** RFP Number – TCAS-2018-04-ML  Video surveillance, Access control, detention control (PLC) Systems and Maintenance Services  **PROPOSALS DUE:**  May 8, 2018, NO later than 3:00 p.m. Pacific time |

**1.0 BACKGROUND INFORMATION**

* 1. The Judicial Council of California, hereinafter referred to as “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 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 comprises fifty-eight (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 fifty-eight (58) Superior Courts of California (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “JBE,” “trial court,” or “JBEs.”).
  4. **The Judicial Council seeks proposals from highly qualified vendors with expertise in two primary areas. First, to design, install, integrate and maintain new video surveillance systems, access control systems, and detention control Programmable Logic Controller (PLC) systems on a statewide or regional basis. Second, to repair, refresh, replace or expand existing video, access and/or detention control Programmable Logic Controller (PLC) systems that currently exist within JBE’s facilities. Every proposer does not need to provide each service. Proposers should indicate in their response which services they are proposing to provide. The JBEs will be under no obligation to participate in any resulting Master Agreement or to issue any Work Orders or Purchase Orders under any resulting Master Agreement.**
  5. The Judicial Council anticipates awarding one or more Master Agreements for an initial two (2) year term, with three (3) consecutive one (1) year options to extend for a potential maximum of five (5) years to proposer or proposers that are able to supply the JBEs throughout California with an unknown quantity of access systems, video surveillance, detention control Programmable Logic Controller (PLC) systems, and maintenance and repair services for each. (“Master Agreement”). Each of the three option terms may be exercised at the Judicial Council’s sole discretion. Any resulting contract is estimated to be effective from July 1, 2018 through June 30, 2020.

**2.0 DESCRIPTION OF GOODS AND/OR SERVICES**

2.1 The JBE seeks goods meeting the following specifications:

2.1.1

**General Description of Products:**

JBEs may order access systems, video surveillance systems, detention control systems, and maintenance and repair services for existing and new systems under Master Agreement(s) that may result from this RFP by placing an individual order via a Work Order.

The term “Work Order” refers to an ordering document used by a JBE to place an order or the Judicial Council to place orders on behalf of JBE for access systems, video surveillance systems, detention control Programmable Logic Controller (PLC) and maintenance services under a Leveraged Procurement Agreement that is awarded as a result of this RFP.

All maintenance and time and material service requests ordered under a Leveraged Procurement Agreement will apply to existing access and camera and detention control Programmable Logic Controller (PLC) systems installed in JBE facilities regardless of make and age as well as newly installed systems:

Video Surveillance Systems Pelco or equivalent GSA listed manufacturer.

Access Control Systems Proximity reader system – GSA listed

All copies of software licenses and software tools must remain with JBE receiving any related goods or services from the proposer. System should be complete without further charges for license agreements beyond initial purchase, or ongoing license requirements/renewals and associated costs clearly identified and agreed to prior to ordering of materials

2.1.2 **Specifications for Access Systems, Video Surveillance Systems, & Maintenance Services**

**General Requirements for Video Surveillance Systems:**

Video Surveillance System listed with GSA. Equipment may include, but is not limited to, the following:

Hybrid/Analog—CCTV (Pelco Digital Sentry System or equivalent manufacturer with product capable of accommodating both analog and IP cameras)

1. Fixed interior color camera with lens;
2. Pan, tilt, zoom interior color camera with lens;
3. Fixed multi-view/panoramic interior and exterior color camera (180, 270, 360 deg. view)
4. Fixed exterior color cameras with lens;
5. Pan, tilt, zoom exterior color camera with lens;
6. Encoders for analog cameras;
7. Console station with desktop and mounts for appropriate number of various size monitor Network Video Recorder (NVR) with 280 mbps bandwidth, support for up to 128 IP streams and up to 64 analog cameras at D1 resolution and full frame rate. Configurations with the ability to retain seven (30) days of recorded video at each site, Networkable / CD-RW/DVD-RW/Motion Detection;
8. All materials, including but not limited to building code compliant, riser/plenum rated conduit, wiring, coax, and connectors for a fully functioning CCTV system;
9. Lux requirements: 0.1 lux (color mode); 0.003 lux (sensitivity up x32); 0.1 lux (B/W mode); 0.003 lux (sensitivity up x32)

Digital IP (Pelco VideoXpert series or equivalent VMS manufacturer, recorders and associated hardware)

Peripherals

1. External weather-proof camera housing and mounting suitable for protecting this equipment from all weather conditions found at any Purchasing Group member facility. Such weather conditions include, but are not limited to, extreme hot and cold temperatures and snow and rain, housing should be vandal resistant, and detention grade housings for detention areas.
2. Interior camera domes are standard but purchasing group member may include cameras for video analytics and other specific design criteria.
3. Training necessary to familiarize court employees with equipment operations.

Proximity Card reader systems listed with the U.S. GSA Access Control Systems.

Access System equipment may include, but is not limited to, the following:

Proximity card readers with modern styling, as flush to wall as possible for internal applications.

External long distance (6 foot) readers should be available.

Self-illuminated readers

Weather proof, tamper proof readers and dual use (Card and Pin Number) for external and an internal version.

Vandal resistant metal key pads.

Vandal resistant proximity reader

System capacity for 200, 400, 600, and 800 proximity cards;

Stand-alone computer, monitor, and power supply, with operating system necessary to assign access levels, authenticate and delete cards/users, run reports, and overall administration of the proximity card system;

The operating system should allow for automatic and effortless back-ups;

The operating system should have an intuitive user interface;

Single workstation able to operate up to 110 doors, with the ability to increase to multiple work stations if necessary;

A minimum of three security software user-levels;

System should be pre-programmed to integrate with external alarm panels, CCTV system, and door locking management tools if necessary;

Exit door panic alarm hardware;

Door controllers and striker locks;

Ability to add exit control buttons and exit door detection devices;

All materials, including but not limited to low voltage wiring, computer programming and electrical work, necessary for a fully functioning access system;

Installation should include any paint and trim replacement as required;

Installations may require the replacement of doors and other trim as required;

Set-up and installation of a fully functioning system;

Training for court personnel on operating and maintaining the system; and

Onsite service agreement on parts and installation for an initial one year from date of acceptance, with options for four (4) one year terms for all items installed. Initial Onsite service should start following a 90-day stabilization period for newly installed systems. A time and materials service option shall also be available.

Wireless access control locks and readers

2.1.3 **Detention Control –** **Programmable Logic Controller (PLC) Systems**

At this time, the detention control Programmable Logic Controller (PLC) systems services being sought in this RFP are for the repair and maintenance of existing systems. Proposers should detail experience with maintaining and repairing various industry standard detention control systems.

2.2 The JBE seeks the services of a person or entity with expertise in:

2.2.1 **Onsite Maintenance Services**

Proposers must offer the following onsite maintenance services:

1. Maintenance contract for a minimum of four (4), one-year periods after expiration of initial one year warranty period.
2. Time and materials service and repair option.
3. Ability to begin performing any maintenance work at any JBE facility or at multiple facilities in an identified region simultaneously within twelve-four (24) hours of receiving a service request.
4. Maintenance and repair of all systems proposer has indicated they can service regardless of whether the existing system was initially purchased or installed by the proposer.
5. Proposers indicating the ability to service access control systems must have staff that is DSX certified, due to the number of DSX systems currently installed.

# 2.2.2 Certifications and Verifications

All products offered for sale by the proposer to the JBEs under any resulting Leveraged Procurement Agreement resulting from this RFP must be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building codes, as well as California fire and safety codes.

2.2.3 **Guarantee**

All equipment shall be guaranteed to be new and to perform to the manufacturer’s specifications and proposer shall warrant the equipment against defects in installation, materials, and workmanship.

2.2.4 **Ordering Process**

Proposer will establish a customer account with the Judicial Council for placing orders on behalf of any JBE under any Leveraged Procurement Agreement that may result from this RFP and an individual account for any JBE that elects to place an order directly from the proposer.

Proposers will provide the Judicial Council with the total cost and lead time required for the product(s) and services ordered, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products and installation. Proposer will coordinate the installation dates with the Judicial Council prior to finalizing the order. Proposer will provide the Judicial Council with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. If a JBE is ordering directly from the proposer, the proposer will provide the same information to the JBE and use the same ordering process.

Proposer is required to maintain a staffed number for ordering, inquiries, and customer service, including requests for maintenance service.

2.2.5 **Customer Service**

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

1. Customer service organizational structure.
2. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
3. Follow up process.
4. Internal procedures to track customer service contact and resolution.
5. Escalation process to resolve outstanding customer service issues.

2.2.6 **Installation**

All products ordered under any resulting Leveraged Procurement Agreement from this RFP shall be completely installed and tested for functionality by the proposer. The proposer shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. The proposer shall be responsible to transport all ordered products to the JBE’s facility prior to installation. The JBE will not be responsible for risk of loss for any materials delivered to its facility prior to the proposer completing installation of the product.

Proposer is responsible for system integration and software validation. In [engineering,](http://en.wikipedia.org/wiki/Engineering) system integration is the bringing together of the component [subsystems](http://en.wikipedia.org/wiki/Subsystem) into one system and ensuring that the subsystems function together as a system. In [information technology,](http://en.wikipedia.org/wiki/Information_technology) systems integration is the process of linking together different computing systems and software applications physically or functionally, to act as a coordinated whole. The [system integrator](http://en.wikipedia.org/wiki/System_integrator) brings together discrete systems utilizing a variety of techniques such as [computer networking,](http://en.wikipedia.org/wiki/Computer_networking) [enterprise application integration](http://en.wikipedia.org/wiki/Enterprise_application_integration), [business process management](http://en.wikipedia.org/wiki/Business_process_management) or manual [programming.](http://en.wikipedia.org/wiki/Programming)

2.2.7 **Rejection of Goods or Acceptance of Service**

If a JBE requests maintenance service, a designated JBE representative will review any completed repairs and approve by signing the proposer’s service report. The designated JBE representative must then be given a copy of this approved proposer service report. For time and materials repairs, the proposer’s invoice will not be paid unless the proposer’s service report is approved by the JBE representative.

2.2.8 **Inventory**

The JBEs have an ongoing requirement for the products indicated in this RFP. The proposer awarded a Leveraged Procurement Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Leveraged Procurement Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the proposer’s Leveraged Procurement Agreement.

2.2.9 **Estimated Volumes**

No minimum ordering estimate is stated in this RFP. The Judicial Council and JBEs will not be required to use any Leveraged Procurement Agreement that may result from this RFP. The Judicial Council and JBEs will make their purchasing decision based on what is in the best interest of the Judicial Council and JBEs.

2.2.10 **Procurement Process – Use of Leveraged Procurement Agreement**

After award of Leveraged Procurement Agreement(s), requests for goods and services as specified in the Leveraged Procurement Agreement will be made by the Judicial Council and JBEs through the issuance of a Work Order. The Work Order will reference the Leveraged Procurement Agreement number and will list and describe all of the requested goods and services. The terms and conditions of the Leveraged Procurement Agreement shall take precedence over the terms and conditions of any Work Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Leveraged Procurement Agreement.

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**3.0 TIMELINE FOR THIS RFP**

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

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued**:** | **April 5, 2018** |
| Pre-proposal Conference Call.  Dial 1-877-820-7831, PASSCODE 652386 | **April 10, 2018**  **10:00 am – 11:00 am**  **(Pacific Time)** |
| Deadline for written questions to [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) | **April 12, 2018** |
| Questions and answers posted *(estimate only)* | **April 16, 2018** |
| Latest date and time proposal may be submitted | **May 8, 2018**  **No later than 3:00 pm (Pacific Time)** |
| Evaluation of proposals (*estimate only*) | **May 9 - May 18, 2018** |
| Technical Scores posted  *(estimate only)* | **May 21, 2018** |
| Public opening of Cost portion of proposals. Time: 10:30 am – 11:00 am  Location: 2850 Gateway Oaks Drive, Suite 300  Sacramento, CA 95833  *(estimate only)* | **May 23, 2018** |
| Notice of Intent to Award (*estimate only*) | **May 24, 2018** |
| Negotiations and execution of contract (*estimate only*) | **June 4, 2018 – June 30, 2018** |
| Contract start date (*estimate only*) | **July 1, 2018** |
| Contract end date (*estimate only*) | **June 30, 2020** |

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**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services): | These rules govern this solicitation. |
| Attachment 2: JBE Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign a JBE Standard Form agreement containing these terms and conditions(the “Terms and Conditions”). |
| Attachment 3: Bidder’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. |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Small Business Declaration | The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation. |
| Attachment 6: Payee Data Record Form | This form contains information the JBE requires in order to process payments and must be submitted with the proposal. |
| Attachment 7: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 8: DVBE Declaration | The Proposer must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation. |
| Attachment 9: Bidder Declaration | Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration. |

**5.0 PAYMENT INFORMATION**

The JBE will consider the following:

* Travel expenses reimbursed by the JBE;
* Progress payments; and
* Penalties for late or inadequate performance.

**6.0 Pre-proposal Conference CALL**

The JBE will hold a pre-proposal conference call on the date identified in the timeline above.

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 non-cost portion and the cost portion.

a. The Proposer must submit **one (1) original and three (3) copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and three (3) copies** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.

c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.

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-2018-04-ML**

**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 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. 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. Model number(s), specifications, or other description of the goods the Proposer proposes to supply to the JBE, including warranty information.

d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has provided similar goods. The JBE may check references listed by the Proposer.

e. For each key staff member: a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.

f. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.

g. **Proposed method to complete the work.**

**i. Maintenance Services: including response times to JBE facilities either statewide or within specified region (per Exhibit 1). Telephone support availability.**

**ii. Service agreement and project management (if any) cost methodology.**

h. Acceptance of the Terms and Conditions.

i. On (**Attachment 3**), the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

i. 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. 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.

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

v. Proof of financial solvency or stability (e.g., balance sheets and income statements).

vi. Proposer must complete and provide the Small Business Declaration (**Attachment 5**) only if it wishes to claim the small business preference associated with this solicitation.

vii. Proposer must complete a Payee Data Record form. (**Attachment 6**)

viii. 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.

ix. Proposer must complete and provide the Bidder DVBE Declaration (**Attachment 8**) only if it wishes to claim the DVBE incentive associated with this solicitation.

x. Proposer must submit a Bidder Declaration (**Attachment 9**) for each DVBE that will provide goods and/or services in connection with the contract. If Proposer itself is a DVBE, it must also complete and sign the Bidder DVBE Declaration

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

1. IT Goods:

i. All materials to be provided at DGS / GSA pricing or better.

ii. Describe annual maintenance/service agreements (if offered). What is included, and cost methodology.

1. IT Services - Hourly Labor rates for the following:

i. Travel

ii. Training

iii. Repair & Maintenance work (T&M)

iv. Installation

v. System design/engineering

vi. Project Management

vii. Include project management cost methodology.

**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 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 JBE reserves the right to negotiate extensions to this period.

**10.0 EVALUATION OF PROPOSALS**

The JBE 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.

| **CRITERION** | **maximum number of points** |
| --- | --- |
| Maintenance Services: including response times to JBE facilities either statewide or within specified region (per sec. ##). Telephone support availability. | 22 |
| Experience providing similar services to other government entities; industry certifications, relevant staff training and experience. | 15 |
| Cost - Annual maintenance /service agreements (if any) cost methodology. Section 8.2a.ii. | 10 |
| Cost- Hourly labor rates listed in section 8.2b | 40 |
| Training services. | 5 |
| Acceptance of the Terms and Conditions | 5 |
| (“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers. | 3 |

**11.0 INTERVIEWS**

The JBE 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 JBE’s offices. The JBE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JBE will notify eligible Proposers regarding interview arrangements.

**12.0 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 JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

**13.0 SMALL BUSINESS PREFERENCE**

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

13.2 Eligibility for and application of the small business preference is governed by the Judicial Council’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the Judicial Council’s sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

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

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

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

13.6 If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

**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 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 10.0 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:

14.4.1 Proposer must submit with its proposal a DVBE Declaration (**Attachment 8**) 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.

14.4.2 Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 9**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

14.5 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.

14.6 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.

14.7 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 Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council of California

Attn: Procurement – Contracts Supervisor

RFP No. TCAS-2018-04-ML

2850 Gateway Oaks Drive, Suite 300

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