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|  | REQUEST FOR PROPOSALS |
| ***Judicial council of california***  **Regarding:** *Envelopes and Check Stock*  *RFP NO BAP-2022-07-SB*  **PROPOSALS DUE:**  *March 28, 2023*  no later than *1:00* p.m. Pacific time |

**1.0 BACKGROUND INFORMATION**

1.1 Judicial Council of California: The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Judicial 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. Judicial Council staff assists both the Judicial Council and its chair in performing their duties.

The Administrative Division’s Branch Accounting and Procurement (BAP) of the Judicial Council of California is responsible for processing vendor payments and annual Internal Revenue Service (IRS) distribution of Form 1099-INT (Interest Income), Form 1099-MISC (Miscellaneous Income), and Form 1099-NEC (Non-Employee Compensation) for the 58 Trial Courts of California and employee payments and annual IRS W-2 (Wage and Tax Statement) for the 19 Trial Courts on the Phoenix HR Payroll System These accounts payable and payroll services require use of custom check stock paper and pre-addressed security envelopes with logo and important tax statement, and specific envelope and window dimensions.

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

2.1. The BAP Trial Court Administrative Services (TCAS) office seeks the services of a person or entity with expertise in providing custom check stock paper and pre-addressed security envelopes that are a regular and necessary supply for the BAP TCAS office. TCAS needs bulk orders of both checks and envelopes in the quantities of 150k each, on an as needed basis, to be delivered within 30 to 45 days of placing the order. All check stock paper and pre-addressed security envelopes must be in compliance with Section 2.1 and Attachment 8 Samples and Specifications.

a. The JBE will need to order the following:

| **ITEM** | **DESCRIPTION** | **ESTIMATED QUANTITY** |
| --- | --- | --- |
| **Check Stock** | | |
| 1.0 | * Docucheck Watermark Paper * Green Color | 35,000 to 40,000 per month |
| 2.0 | * Docucheck Watermark Paper * Red Color | 5,000 annual |
| **Envelopes** | | |
| 3.0 | * #10 White Single Window Security * Pre-Addressed * Company Logo | 35,500 to 40,500 per month |
| 4.0 | * #11 White No Window Security * Pre-Addressed * Company Logo | 10,000 annual |
| 5.0 | * 1099-INT & 1099-MISC * Double Window Security * *IMPORTANT TAX RETURN DOCUMENTS ENCLOSED* | 3,000 annual |
| 6.0 | * 1099-NEC * Double Window Security * IMPORTANT TAX RETURN DOCUMENTS ENCLOSED | 5,000 annual |
| 7.0 | * W-2 * Custom Single Window Security * Pre-Addressed * Company Logo * IMPORTANT TAX RETURN DOCUMENTS ENCLOSED | 5,000 annual |
| 8.0 | * 1095-C * #10 Custom Single Window Security * Pre-Addressed * Company Logo * IMPORTANT TAX RETURN DOCUMENTS ENCLOSED | 5,000 annual |
| **Tax Forms** | | |
| 9.0 | * 1099-INT and 1099-MISC * Laser Blank Perforated 2-Up * Tax Instructions on Back | 2,000 annual |
| 10.0 | * 1099-INT and 1099-MISC * Laser Blank Perforated 2-Up | 2,000 annual |
| 11.0 | * 1099-NEC * Laser Blank Perforated 3-Up * Tax Instructions on Back | 2,500 annual |
| 12.0 | * 1099-NEC * Laser Blank Perforated 3-Up | 2,500 annual |
| 13.0 | * W-2 * Laser Blank Front Perforated 4-Up * Tax Year Instructions on Back | 5,000 annual |
| 14.0 | * W-2 * Laser Blank Front and Back Perforated 4-Up | 5,000 annual |

1. Specifications
2. The vendor will need to offer items based on Attachment 8 – Specifications and Samples and as specified in this solicitation. BAP TCAS reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated specifications provided and BAP TCAS may require the supply of additional descriptive material and samples.
3. Tax Forms Quality Minimum Specifications:
   * + - 1. Paper Weight: 20#
         2. Brightness: 92 per US GE Brightness Scale
         3. Laser Bond
4. Defective Product: Any product found to be defective shall be returned to the Vendor at the Vendor’s expense and replaced free of charge. Vendor shall supply pre-paid mailing labels or shall pick up defective product at the delivered location. Defective product shall be replaced or monies refunded at BAP TCAS discretion within five (5) business days after Vendor is notified.
5. Packaging
6. All products must be delivered in 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.
7. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the BAP TCAS Purchase Order number.
8. 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.

d. Guarantee

1. All goods shall be guaranteed to be new, and Vendor shall warrant the goods against defects in material and workmanship.
2. Rejection of Goods or Acceptance of Service
3. 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 BAP TCAS for the return of any mis-ordered, mis-shipped, or damaged items.
4. Inventory
5. BAP TCAS has an ongoing requirement for the requested products and Vendor shall maintain access to a reasonable stock of applicable products necessary to ensure prompt deliver for the duration of the Agreement. Failure to maintain access to a reasonable stock shall be deemed material and a contractual breach.

2.2 For delivery of custom check stock and check/security envelopes:

1. All orders will need to be delivered to Judicial Council of California 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833.
2. All deliveries need to take place between 8:00 AM and 4:00PM Monday through Friday excluding state holidays.
3. There is no loading dock at the Judicial Council Facility. The Driver will need a lift gate.
4. There is no freight elevator, no pallets or pallet jacks. The Judicial Council of California only has a regular elevator for deliveries.
5. The driver is to unload skids for inside delivery with hand truck to the 3rd floor Storeroom.
6. Driver to unpack approximately 30/50/60 cartons of 500 box/carton and stack boxes on the 3rd floor Storeroom shelves.
   1. Timeframe for Services / Term of Awarded Agreement:
7. The Judicial Council anticipates the initial term of the subsequently awarded agreement(s) will be for one year beginning May **1, 2023** and ending April **30, 2024** (“**Initial Term**”), with the Judicial Council holding options to extend the agreement(s) for up to three (3) consecutive one-year terms (“**Option Terms**”) defined as follows:

May 1, 2023 to April 30, 2024– “Initial Term”

May 1, 2024 to April 30, 2025 – “First Option Term”

May 1, 2025 to April 30, 2026 – “Second Option Term”

May 1, 2026 to April 30, 2027 – “Third Option Term”

1. The option to extend the agreement for any of the Option Terms will be at the sole discretion of the Judicial Council. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.

**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 | *March 10, 2023* |
| Deadline for questions  Solicitations@jud.ca.gov | *March 17, 2023 no later than 3:00PM (PT)* |
| Questions and answers posted *(estimate only)* | *March 21, 2023* |
| Latest date and time proposal may be submitted | *March 29, 2023 no later than 1:00PM (PT)* |
| Anticipated interview dates (*estimate only- specific dates & time to be set up with individual bidders*) | *April 3, 2023 – April 6, 2023* |
| Evaluation of proposals (*estimate only*) | *April 7, 2023 – April 13, 203* |
| Notice of Intent to Award (*estimate only*) | *April 18, 2023* |
| Negotiations and execution of contract (*estimate only*) | *April 19, 2023 – April 26, 2023* |
| Contract start date (*estimate only*) | *May 1, 2023* |
| Contract end date (*estimate only*) | *April 30, 2024* |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (Non-IT Services) | These rules govern this solicitation. |
| Attachment 2: JBE Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign this JBE Standard Form agreement |
| 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. |
| 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 6A: Payee Data Record Form (STD 204) | This form contains information the JBE requires in order to process payments and must be submitted with the proposal. |
| Attachment 6B: Payee Data Record Form (STD 205) | This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204. |
| Attachment 7: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 8: Specifications and Samples | The Proposer must provide check stock and envelopes following the specifications and examples in this attachment. |
| Attachment 9: Response Template | The Proposer must use the Excel spreadsheet to respond to Section 2. This Excel spreadsheet is used to submit Vendor’s response to Section 2 – Service and Deliverables, sub-section 2.2 Delivery, and Section 5 Payment Information. |
| Attachment 10:  Cost Worksheet | The Proposer must complete the Cost Worksheet and submit the completed form with the proposal. |
| Attachment 11: DVBE Declaration | Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration. |
| Attachment 12: Bidder Declaration | This form needs to be signed by the Proposer if the Contractor is participating in the DVBE incentive and submitted with the proposal. |

**5.0 PAYMENT INFORMATION**

5.1 See Attachment 2, Standard Terms & Conditions, Appendix B, Payment Provisions.

5.2 The firm fixed rates and Not to Exceed Amount set forth shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates payable to the Contractor for services rendered to the State. The Contractor shall not charge nor shall the State pay any overtime rate.

5.3 The payment term is **Net 60** from date or receipt of correct invoice.

**6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. 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, non-cost and the cost proposal.

a. **Part 1 – Non-Cost Proposal** - The Proposer must submit via email their non-cost portion as a separate Attachment from the Cost Proposal to the **Solicitations Mailbox** at [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The Non-Cost Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments. The Non-Cost Proposal must include Attachment 9, Response Template. All responses should be acknowledged.

b. **Part 2 - Cost Proposal** - The Proposer must submit via email their Cost Proposal as a separate Attachment from the Non-Cost Proposal to the **Solicitations Mailbox** at[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov)**.** The Proposer must indicate on the Subject line of the submission email the RFP title and number and indicate the RFP number and title on the Proposal attachments. The Cost Proposal must include Attachment 10, Cost Worksheet. Pricing should include all requirements identified in Section 2.

c. Submission acceptance for the Proposal will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time or the proposal will not be accepted.

d. Only written proposals via email through the Solicitations Mailbox will be accepted. Proposals may not be transmitted by fax.

**7.0 PROPOSAL CONTENTS**

7.1 Non-Cost Proposal. The following information must be included in the non-cost 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. 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.

d. 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 (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.

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

iv. 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.

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 (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.

vi. 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.

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

1. Proposers shall use and submit **Cost Worksheet** (Attachment 10) to propose firm fixed price rates with a detailed line-item budget showing total cost of providing the services set forth in this RFP. Fully explain and justify all budget line items in a narrative entitled “Budget Justification”. Complete cost proposals will include proposed rates for the **initial contract term and all option terms.**
2. The Proposer’s firm fixed rates for providing these services, shall be inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates. It is expected that all proposers responding to this RFP will offer the Proposer’s government or comparable favorable rates.

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

**9.0 EVALUATION OF PROPOSALS**

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

The 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.

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

| **CRITERION** | **maximum number of points** |
| --- | --- |
| Cost (Attachment 10) | *50* |
| Ability to meet *Services and Deliverables* (Attachment 9 – Response Template) | *20* |
| Ability to meet Delivery requirements (Attachment 9 – Response Template) | *15* |
| Acceptance of the Terms and Conditions (Attachment 3) - t*he degree to which the Proposer accepts the Standard Terms and Conditions.* | *10* |
| Disabled Veterans Business Enterprise Incentive - DVBE incentive points is available to qualified proposers. | *5* |

**10.0 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 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.

**11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

**Proposals are subject to disclosure TO THIRD PARTIES AND MEMBERS OF THE PUBLIC pursuant to applicable LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO rule 10.500 of the California Rules of Court.** Except as required by law, the JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

**12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

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

Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 9.0 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

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

2. Proposer must submit with its proposal a DVBE Declaration (Attachment 11) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE**: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

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

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

**FRAUDULENT 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.**

**13.0 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

Branch Accounting and Procurement

Attn: Protest Hearing Officer, RFP-ITSO-2022-03-SB

455 Golden Gate Avenue, Sixth Floor

San Francisco, CA 94102-3688

***END OF RFP***