



REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

ADDENDUM 2 TO RFP INCLUDES A SECOND PRE-PROPOSAL CONFERENCE CALL - SEE TIMELINE FOR THIS RFP – SECTIONS 4.0 AND 7.0 – PRE-PROPOSAL CONFERENCE CALL; AND ALLOWS FOR PROPOSALS TO BE SUBMIT IN ELECTRONIC COPY PER ESTABLISHED GUIDELINES (SEE SECTION 8.0 – SUBMISSION OF PROPOSALS)

REGARDING:

RFP NUMBER: RFP-FS-2019-09-BD

RFP TITLE: AUDIO VISUAL SYSTEMS MAINTENANCE AND REPAIR SERVICES



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR PROPOSALS

Date: Friday, March 6th, 2020
To: Audio Visual Firms/Individuals
From: Judicial Council of California

Contact
solicitations@jud.ca.gov

**Project Title: Audio Visual Systems
Maintenance and Repair Services**
RFP Number: FS-2019-09-BD

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1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system, and includes the superior courts, appellate courts and state supreme court. The California Constitution directs the 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. The Judicial Council is comprised of twenty-eight (28) members representing the judicial system as well as the State Bar and both houses of the State Legislature.
- 1.2 The Judicial Council is comprised of various divisions, one of which is the Facilities Services (“FS”), which manages the audio-visual (“AV”) technical infrastructure and systems in Judicial Council facilities.
- 1.3 The Judicial Council currently has integrated AV systems and equipment in three (3) cities statewide: San Francisco, Judicial Council offices - 455 Golden Gate Avenue, and the California Supreme Court - 350 McAllister St; Sacramento, Judicial Council offices - 2850 and 2860 Gateway Oaks Drive, and the California Supreme Court, Stanley Mosk Library and Courts Building - 914 Capitol Mall; and Los Angeles, California Supreme Court, Ronald Reagan State Office Building - 300 South Spring Street, 3rd Floor (individually and collectively “Judicial Council Location(s)”). The Judicial Council utilizes the systems and equipment in shared conference spaces for the purposes of administrative, educational, and ceremonial functions. The Judicial Council offices in San Francisco consist of a conference center, meeting rooms, AV control rooms, a courtroom, and an auditorium. The Supreme Court in San Francisco consists of a courtroom, video conference rooms and training rooms. The Judicial Council offices in Sacramento consist of a conference center, a training space, and meeting rooms. The Supreme Court in Sacramento consists of a courtroom, video conference rooms and training rooms. The Supreme Court in Los Angeles consists of a courtroom, video conference rooms and training rooms.

2.0 PURPOSE OF THIS RFP

- 2.1 The Judicial Council seeks to award a contract for services to one or two contractors (“Contractors”) to provide maintenance and repair for AV equipment and systems at Judicial Council Locations. Services include, but are not limited to, maintenance and repair, replacement of equipment and parts, installations, Judicial Council staff training and consulting, preventive maintenance, site visits, and reporting services.
- 2.2 Contractor(s) may be required to perform services at Judicial Council Locations for unplanned services (Priority 1 (“P1 Services”)), or for services that are planned in advance and scheduled during business hours (Priority 2 (“P2 Services”)). P1s can

occur at any point in time, during business and non-business hours, and require Contractor to respond as soon as possible, but no more than four (4) hours from notification. Examples of P1s include, but are not limited to, equipment malfunctions requiring immediate maintenance and/or materials replacement, and technical support.

- 2.3 In general and as necessary, the Judicial Council will request P1 or P2 Services (“Service(s)”) and authorize corresponding funding via Service Work Order(s) (“SWO(s)”) through the Judicial Council’s Computer Aided Facilities Management system (“CAFM”). Unless directed otherwise by the Judicial Council, Contractor will accept SWOs within CAFM by logging into CAFM, opening the SWO, and clicking the “Accept” button. A written document will be provided by CAFM that summarizes the Service and references all other applicable documents. See Attachment B, Judicial Council’s Standard Terms and Conditions, Appendix B, Sections 8.0 – SWO Process, and 9.0 – SWO Authorizations, for additional detail.
- 2.4 There is no limit on the number of SWOs the Judicial Council may request and authorize.
- 2.5 The Judicial Council does not guarantee that Contractor will ultimately be assigned any work related to a SWO.
- 2.6 Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents, can be found on the California Courts Website located at www.courts.ca.gov/rfps.htm.
- 2.7 If a contract is awarded, Services are expected to be performed by the Contractor for an initial period of three (3) years from **07/2020** to **07/2023**, with the option to extend the agreement (“Agreement”), under the same terms and conditions, including compensation, for up to two (2) consecutive two (2) year terms (“Subsequent Term(s)”). The decision to exercise a Subsequent Term will be at the Judicial Council’s sole discretion.

3.0 DESCRIPTION OF MATERIALS AND/OR SERVICES

- 3.1 **Scope of Services.** The Contractor shall provide maintenance and repair services of the installed AV systems and equipment at Judicial Council Locations at the request of the Judicial Council.
- 3.2 Requested services include, but are not limited to, installation, maintenance and repair, replacing equipment and parts, Judicial Council staff training and consulting, preventative maintenance site visits, and reporting services. The Contractor shall also provide remote telephonic support services, on-site repair and replacement services for equipment and parts, and coordinate the use of loaner equipment as applicable. The Contractor is expected to provide timely labor and expertise.

3.3 The documentation for Services shall include the Acceptance and Sign-off Form (Attachment 2 to the Judicial Council Standard Terms and Conditions) and the Contractor's invoice.

3.4 **Judicial Council Location Maintenance and Repair Services**

3.4.1 The Contractor shall provide AV technology troubleshooting, assessment, repair and replacement services.

3.4.2 Maintenance and the repair of failed equipment should be performed, as much as possible, on site at a Judicial Council Location. In the event that Judicial Council equipment, or a component thereof, is taken off-site, the Contractor will, if requested, make every reasonable attempt to provide a temporary replacement of equal functionality.

3.4.3 The Contractor shall make every reasonable attempt to provide and install loaner equipment if repairs are to exceed forty-eight (48) hours.

3.4.4 For P1 Services, the Contractor shall assess any malfunctioning equipment within four (4) hours of the Judicial Council's request.

3.4.5 For P2 Services, the Contractor shall assess any malfunctioning equipment within forty-eight (48) hours of the Judicial Council's request.

3.4.6 Contractor shall work directly with equipment manufacturers on equipment warranty claims and repairs.

3.4.7 Contractor shall furnish applicable contact information, e.g., telephone number(s) and e-mail address(es), to receive requests for Services from the Judicial Council.

3.4.8 The Contractor shall provide on-call and/or on-site support for calendared Judicial Council meetings.

3.5 **Preventive Maintenance / Equipment Inventory**

3.5.1 Contractor shall provide service visits to Judicial Council Locations to carry out routine and preventative maintenance services on an as-needed basis. Contractor will coordinate each visit with the individual Judicial Council contact and provide minimally disruptive inspections, adjustments, software/firmware updates, replacements of hardware and components, as well as performance testing and analysis of all installed and portable AV systems and equipment. Contractor shall provide the Judicial Council with a report on all Judicial Council Locations

preventative maintenance visits, including dates, equipment check-lists, recommended repair and replacement analysis, and recommended time intervals for equipment maintenance schedules.

- 3.5.2 Contractor shall perform preventative maintenance and inventory updates on all AV equipment at each Judicial Council location as necessary, but at minimum, twice a year. Attachment B, Judicial Council's Standard Terms and Conditions, Appendix A, Materials and Services and Attachment 3 – Audiovisual Equipment Inventory List for a detailed list of AV equipment used by the Judicial Council. This list is subject to change.
- 3.5.3 Preventative maintenance will include at a minimum, cleaning, adjusting, aligning, and checking all functions of each component within a discrete AV system, if required. The operation of the system as a whole will be verified. This includes minor adjustments as necessary. If major adjustments are required, the Contractor will schedule required downtime with the Judicial Council.
- 3.5.4 Preventative maintenance will be scheduled in advance and agreed to by the Judicial Council and the Contractor via the SWO Authorization (Appendix B, Section 9.0). The Judicial Council will notify security staff when the Contractor will be onsite. The Judicial Council will ensure that all areas and rooms are made available for the technician(s) and that all computer and video input sources are present.
- 3.5.5 All equipment and systems must be operational at the completion of the preventative maintenance.
- 3.5.6 Contractor will provide a preventative maintenance report for each site documenting all services performed, the status or health of each component, and any recommendations for replacement or additional maintenance.

3.6 Training Services.

- 3.6.1 Contractor must provide training to Judicial Council staff as determined by the Judicial Council project manager for applicable AV equipment and systems and coordinate such trainings with the Judicial Council. At minimum, trainings should include written material, e.g., operation instructions and presentation slides, which will be retained by the Judicial Council upon completion.
- 3.6.2 Contractor shall make every reasonable attempt to provide immediate remote telephone consultation services for inquiries regarding any applicable equipment or technology.

3.7 Installation Services.

Contractor must perform installation work, in accordance with the performance of the maintenance and services work, as set forth in the Judicial Council’s Standard Terms and Condition, Attachment B, Appendix A.

3.8 Reporting Services.

As part of an approved SWO, Contractor shall provide a report of all completed work to the Judicial Council. Contractor may suggest the format for such report, but ultimate approval rests with the Judicial Council.

3.9 Cancellation of Services.

Up to the time of actual service, the Judicial Council may cancel the SWO without incurring any monetary charge.

4.0 TIMELINE FOR THIS RFP *[Revised]*

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	Friday, March 6th, 2020
Pre-proposal conference call (mandatory)	Friday, March 20th, 2020 at 2:00 PM
Deadline for questions	Friday, March 27th, 2020
<i>Second Pre-proposal conference call (Firms who attended the first conference do not need to attend the second one)</i>	<i>Wednesday April 1st, 2020 at 2:30 PM [Added]</i>
Questions and answers posted (estimated only)	Friday, April 3rd, 2020
Latest date proposal may be submitted	Friday, April 24th, 2020
List of firms being interviewed posted at www.courts.ca.gov/rfps.htm (estimate only)	Week of May 11th, 2020
Interviews for selected firms (estimate only)	Week of June 1st, 2020
Notice of Intent to Award (<i>estimate only</i>)	Week of June 8th, 2020

EVENT	DATE
Negotiations and execution of contract <i>(estimate only)</i>	Week of June 16th, 2020
Contract start date <i>(estimate only)</i>	July 2020
Contract end date <i>(estimate only)</i>	July 2023

5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment A: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment B: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council Standard Form agreements containing these terms and conditions (the “Terms and Conditions”).
Attachment C: 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 D: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment E: Darfur Contracting Act Certification	The Proposer must complete this form and submit the completed form with its proposal.
Attachment F: 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 G: Unruh Civil Rights Act & CA Fair Employment & Housing Act Certification	The Proposer must complete this Certification Form and submit the completed form with its proposal.
Attachment H: DVBE Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment I: Bidders Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.

ATTACHMENT	DESCRIPTION
Attachment J: Cost Proposal Template	The Proposer must submit pricing, using this form, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded.
Attachment K: Form for Submission of Questions	Proposer shall submit questions by completing and submitting this form to solicitations@jud.ca.gov

6.0 PAYMENT INFORMATION

- 6.1 The Judicial Council will request work and authorize corresponding funding primarily via SWOs generated by CAFM under any contract that may be awarded as a result of this RFP.
- 6.2 Pricing will be on a lump sum or time and materials basis. For further detail, see Attachment B, Judicial Council’s Standard Terms and Conditions, Appendix B, Section 8.0, SWO Process.
- 6.3 Proposers shall complete RFP Attachment J, Cost Proposal Template and provide hourly rates that encompass all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide Judicial Council Locations with Services, as needed. Rates for Services provided will be set forth in the Judicial Council’s Standard Terms and Conditions, Exhibit G, Rates by Service.
- 6.4 Contractor will only invoice for materials, Services, or deliverables that the Judicial Council has accepted via an SWO.
- 6.5 The Judicial Council may, at its sole and absolute discretion, withhold some or all payment toward a Contractor’s invoice for a SWO, if the Judicial Council reasonably evaluates the underlying Services or deliverables to be less than satisfactory.
- 6.6 Pre-approved travel expenses will be compensated under any awarded contract from this RFP. See Attachment B, Judicial Council’s Standard Terms and Conditions, Appendix B, Section 6 – Expenses.
- 6.7 Under any awarded contract from this RFP, the Judicial Council will only make payments after completion of the applicable task and will not make payments in advance. See Attachment B, Judicial Council’s Standard Terms and Conditions, Appendix B, Section 5.

7.0 PRE-PROPOSAL CONFERENCE CALL (MANDATORY) *[REVISED]*

The Judicial Council will hold a pre-proposal conference call on the dates identified in the timeline above. **Participant phone number: 1-720-279-0026 *[Revised]* and passcode: 109630.**

**Attendance at one of the pre-proposal conference is mandatory. Firms who attended the first pre-proposal conference call in do not need to attend the second pre-proposal call in. The second pre-proposal conference call is being offered for firms who where unable to attend the first call.*

8.0 SUBMISSIONS OF PROPOSALS *[Revised]*

8.1 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.

8.2 ***Due to the current COVID 19 crisis, the Judicial Council will temporarily accept proposals in an electronic format. See d. below for instructions on submitting proposals electronically.*** The Proposer must ***still*** submit its proposal in two parts, the technical proposal and the cost proposal.

- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Judicial Council in ***either*** a single sealed envelope, ***or in an electronic file, separate*** from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope. ***If submitting the proposal electronically, Proposer must include the RFP number and ‘technical’ in the name of the electronic file.***
- b. The Proposer must submit **one (1) original and one (1) copy** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Judicial Council in ***either*** a single sealed envelope, ***or in an electronic file, separate*** from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope. ***If submitting the proposal electronically, Proposer must include the RFP number and ‘cost’ in the name of the electronic file.***
- c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The

technical proposal and the cost proposal must be saved as *separate* files. The files must be in PDF, Word, or Excel formats.

- d. ***For electronic submission of proposals email your proposal no more than three (3) days in advance of the proposal due date to the following email addresses:***

Email Cost Proposal to: fs201909bd.cost@jud.ca.gov

Email Technical Proposal to: fs201909bd.proposal@jud.ca.gov

- 8.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to the below address or ***by email to the addresses described above.***

**Judicial Council of California
Branch Accounting and Procurement
Attn: Sheryl Berry, Administrative Specialist
RFP Title: Audio Visual Systems Maintenance and Repair Services
RFP No.: RFP-FS-2019-09-BD
455 Golden Gate Avenue, 6th Floor**

- 8.4 Late proposals will not be accepted.
- 8.5 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.

9.0 PROPOSAL CONTENTS

- 9.1 **Technical Proposal.** The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- 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: a resume describing 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 method to complete the work. Submit a project work plan that demonstrates Proposer's thorough understanding of the scope of work as indicated in RFP Section 3.0 – Description of Materials and/or Service, and what must be done to satisfy the project's implementation requirements. The work plan must include sufficient detail to give the Judicial Council an understanding of how the Proposer's knowledge and approach will:
 - i. Manage the work.
 - ii. Guide work execution.
 - iii. Document planning assumptions and decisions.
 - iv. Facilitate communication among stakeholders.
 - v. Define key management review as to content, scope, and schedule.
- f. Acceptance of the Terms and Conditions.
 - i. On Attachment C, 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 Judicial Council's Standard Terms and Conditions (Attachment B) that clearly tracks 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 D) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment E) 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. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials as required by the Judicial Council.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment G) and submit the completed certification with its bid.
- vii. The Proposer shall have an active C7 Low Voltage License with the California Contractors State License Board.
- viii. Proposer must include in its proposal a completed and signed Payee Data Record (Attachment F).
- xi. If claiming the DVBE incentive then include Attachments H and I.

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

- a. Cost Proposal Template (Attachment J). The Proposer must submit pricing, using this form. Hourly rates indicated in Attachment J reflect the anticipated work to be performed, and payment provisions that would be set forth in a subsequent contract, if awarded. The rates provided shall reflect all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide Judicial Council Locations with Services, as needed.
- b. The Proposer must complete all tables within the Cost Proposal Template including:
 - i. Proposed allowance ("Mark Up Amount") for any equipment and materials required to perform approved services.
 - ii. Hourly rates for staff including classification and title as applicable, for services performed during standard business hours.
 - iii. Hourly rates for service descriptions; including rates that will be applied to P1 and P2 services.

- iv. Provide a brief description of the type of services that may be performed under each of the proposed service categories.

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.

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

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

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

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

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	30
Quality and specificity of project work plan submitted	30
Specialized expertise, technical competence, and experience on similar projects	25
Acceptance of the Terms and Conditions	10
(“DVBE”) Disabled Veterans Business Enterprise incentive.	3
References	2
Maximum Number of Points	100

12.0 INTERVIEWS

The Judicial Council will 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 will be conducted in person at the Judicial Council's 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 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 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

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 11.0 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 I). 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 H) 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 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 JBE 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 MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

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

Judicial Council of California
Branch Accounting and Procurement

Attn: Protest Officer
RFP Title: Audio Video Systems Maintenance and Repair Services
RFP No.: RFP-FS-2019-09-BD
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

16.0 ADMINISTRATIVE REQUIREMENTS

- 16.1 Judicial Council Administrative Rules Governing RFPs. The Judicial Council's Administrative Rules Governing the RFP are located in Attachment A.
- 16.2 Prevailing Wage
- a. Contractor and all subcontractors under the Contractor shall pay all workers on work performed pursuant to any awarded contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California (DIR), for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the work contemplated under the RFP, as determined by the Director of the DIR, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Contractor may also obtain copies of the prevailing rate of per diem wages from the DIR, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780.
 - b. All work under an SWO is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the SWO.
 - c. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform

public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

END OF RFP