



# INVITATION FOR BIDS

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JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

**SAN FRANCISCO MOVING AND  
INSTALLATION SERVICES**

IFB Number: JCC-2019-04-DM

BIDS DUE:

**May 30, 2019 NO LATER THAN 3:00 P.M.**  
PACIFIC TIME

## 1.0 BACKGROUND INFORMATION

### Background

Judicial Council of California. The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief 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 is the staff agency that assists both the council and its chair in performing their duties. The Supreme Court of California, the First District Court of Appeal, and the Habeas Corpus Resource Center are independent Judicial Branch Entities (JBEs) that will also be party to the Agreement for moving and installation services.

### Purpose

**The JBEs seek the services of a person or entity with expertise in moving and installing office furniture and equipment.**

### Contract Term

The Judicial Council of California, on behalf of all JBEs, intends to award a single master agreement for the moving and installation services of office furniture and equipment. The initial term will be a one (1) year term, with three (3) consecutive one-year renewal options term. Each of the three options term may be exercised at the Judicial Council's sole discretion.

The Judicial Council does not guarantee that master agreement awardee will receive a specific volume of work, a specific total contract amount, or a specific order value under the master agreement executed pursuant to this IFB.

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

**2.1 The person or entity awarded the master agreement (Contractor) shall provide the following services:**

1. Provide moving and installation services of office furniture and equipment for the Judicial Branch Entities as well as assistance with special projects, such as taking obsolete furniture offsite, on an as-needed basis. **The Judicial Branch Entities include:**

- The Judicial Council of California: 455 Golden Gate Avenue, San Francisco, CA 94102
  - The Supreme Court of California: 350 McAllister Street, San Francisco, CA 94102
  - The First District Court of Appeal: 350 McAllister Street, San Francisco, CA 94102
  - Habeas Corpus Resource Center: 303 Second Street, San Francisco, CA 94107
2. Provide a crew of three movers for an eight-hour (8:00 A.M to 5:00 P.M) work day, 12 times a year. Additional dates throughout the year may be needed for special projects. Work dates will be scheduled once monthly as outlined in **Table 1** below. These dates will be subject to change or may be cancelled with **one-week notice** provided to the Contactor. Work will be done on the following scheduled days.

**2019/2020**

**Estimated Scheduled Move Dates for the JBEs**

Table 1

Wednesday	July 10, 2019
Wednesday	August 14, 2019
Wednesday	September 11, 2019
Wednesday	October 9, 2019
Wednesday	November 13, 2019
Wednesday	December 11, 2019
Wednesday	January 8, 2020
Tuesday	February 11, 2020
Wednesday	March 11, 2020
Wednesday	April 8, 2020
Wednesday	May 13, 2020
Wednesday	June 10, 2020

3. Move freestanding furniture, install keyboard tray platforms, and some removal and installation of work surfaces and storage components for systems furniture.
4. Staff moves including moving, disconnecting, and reconnecting standard peripheral equipment such as:
- Monitors, keyboard, mouse, printers, CPU docking stations and various other peripheral equipment;
  - Installation of computers including connections to power and data resulting in a “prompt” screen; and
  - Installation of phones at desktop. The JBEs will be responsible for inside wiring and programming.
5. Other services to be provided:
- Installation of ergonomic equipment;

- Installation of office equipment including but not limited to computers, printers & telephones;
  - Move and/or set up offices, conference rooms, storage rooms, and the like;
  - Assembly of chairs and small pieces of furniture;
  - Hang items in offices/open areas;
  - Seismic attachment of freestanding furniture over 60” high (i.e. bookcase); and
  - Various miscellaneous tasks that may arise on “Move Day.”
6. Make deliveries to and from the California State Archives in Sacramento, Department of General Services (DGS) Surplus Property and Reutilization in Sacramento, the Ronald Reagan State Building in Los Angeles, and recycle and/or e-waste centers.
  7. Provide assistance to JBEs staff including the JBEs move coordinator, project manager, telecom specialist, Information Services Helpdesk as needed to complete moving projects.
  8. Minor furniture repair, hanging marker boards and framed pictures.
  9. Contractor will be required to bring in the appropriate equipment, workers or truck to complete the requested tasks.
  10. Contractor will be required to sweep or vacuum floor as needed after move work or assembly of furniture.
  11. Provide all moving materials (labels, boxes, etc.).
  12. Contractor will move within courts and between courts documents considered confidential under the California Rules of Court or specific court orders. Contractor and its employees or agents will not read or disseminate any documents they come across while performing work within the courts.
  13. Contractor may periodically be required to store court furnishings or other material at a suitable facility of contractor.

## **2.2 Requirements and Liabilities**

1. All Workers must complete a sign-in sheet before beginning work.
2. Pursuant to the Work Order Process and Administration, set forth in **Attachment 2** of this IFB, a participating JBE may place orders for work by entering into a Participating Addendum with the Contractor. Each of the participating JBEs will have a designated Project Manager. Prior to each scheduled move, the Contractor will be required to provide a quote per fees in Exhibit B of the master agreement, to the requesting JBE

Project Manager for each move date based on the list of move work requested. A purchase order will then be created based on the quote for each move date.

3. Contractor must adhere to specific list of move work provided by the JBEs Project Manager and do not conduct any move work requested by other JBEs staff without permission from the JBEs Project Manager or move coordinator contact.
4. Contractor must be flexible in case of urgent requests.
5. All move staff must wear identifiable shirts, hats, etc. to clearly distinguish them as working staff. **All move staff are subject to complete internal background investigations.**
6. Contractor may not outsource of any services without written approval from the JBEs Project Manager.
  - A Project Manager will be designated for each JBE, respectively.
7. Contractor must have the ability to work with DGS Building Manager and must abide by rules and regulations of DGS building management. The DGS building's moving policy and loading dock specifications, listing hours of access and restrictions on types of vehicles admitted to the loading dock, is included as **Attachment 9**.
8. The loading dock is located on Larkin Street between Golden Gate Avenue and McAllister Street. Maximum height is 13 feet, loading platform height is 42 inches, and no carriage with an underbelly can access the loading dock. Unless making a delivery or pick up at the facility, no vendor can park in the loading dock and must find parking in the surrounding area at vendor's expense.
9. Contractor shall have insurance to cover damages for any possible loss or damage while property is under the protection of the Contractor as well as for damage to any fixed property. Contractor shall be responsible for the satisfactory repair, or replacement (at the option of the JBEs) of any property that is lost, damaged or stolen while in Contractor's custody and for the satisfactory repair of any damage to buildings or grounds.
10. Contractor must provide Certificate of Liability Insurance that includes Commercial General Liability, Worker's Compensation and Employer Liability and Automobile Liability, for up to one million dollars. This will be required at the time the contract is signed and annually thereafter.

### 2.3 Minimum Requirements for Consideration of Bid

1. Bidder must provide proof of Motor Carrier Permit issued by the California Department of Motor Vehicles and Household Goods Carrier permit issued by the California Public Utilities Commission. This will be required at the time bids are submitted and annually thereafter.
2. To demonstrate experience working in a professional workplace where confidential records are stored, bidder must submit with their bid a list of three references that will be contacted by the JBEs. JBEs must be satisfied with a bidder's references before a bid will be considered.
3. Bidder must provide documentation that any vehicles, storage facilities or equipment to be used in providing the services under Section 2.0 are owned by the bidder or an entity under its direct control at the time bids are submitted.

### 2.4 Optional Walk-Through

An Optional Pre-bid Walk-through for the purpose of allowing the bidders to see our facilities is scheduled below:

Event	Time	Date	Location
Optional Pre-bid Walk-Through	10:00 am – 11:00 am (Pacific Time)	5/20/2019	Lobby 455 Golden Gate Avenue San Francisco, CA 94102

If you are interested, please rsvp your attendance to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) and provide the name of your attendees before 5/20/2019 and we'll meet you at the lobby of our building on 5/20/2019. Please arrive 15 minutes prior to allow for security check.

### 2.5 Billing

Contractor will be expected to provide the JBEs with itemized invoices. All invoices shall include a complete itemization of services rendered and have the Contract Number on each invoice. If there are changes in the DIR Prevailing Wage rates, then a copy of rates must be submitted with invoice.

### 3.0 TIMELINE FOR THIS IFB

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

EVENT	DATE
IFB issued	May 13, 2019
Optional Walk-Through 455 Golden Gate Avenue, Lobby San Francisco, CA 94102  Please rsvp your attendance to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a> before 5/20/2019.	May 20, 2019 10:00 A.M – 11:00 A.M. (Pacific Time)
Deadline for questions to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>	<b>May 22, 2019</b> <b>by 3:00 p.m.</b> <b>Pacific Time</b>
Questions and answers posted <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> (estimate only)	May 24, 2019
Latest date and time bids may be submitted	<b>May 30, 2019</b> <b>by 3:00 p.m. Pacific Time</b>
Public Bid Cost Opening  <b>Santa Barbara Conference Room – Lower Level</b> 455 Golden Gate Avenue San Francisco, CA 94102	June 6, 2019 10:00 a.m. Pacific Time
Notice of Intent to Award (estimate only)  <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a>	June 13, 2019
Contract Start Date (estimate only)	July 1, 2019
Contract End Date (estimate only)	June 30, 2020

#### 4.0 PREVAILING WAGE REQUIREMENTS

The moving services provider (“Service Provider” and/or “Contractor”) will be required to perform certain services that are subject to California prevailing wage laws pursuant to sections 1770 et. seq of the California Labor Code. Work subject to California prevailing wage laws, includes but is not limited to, the assembly or disassembly of modular office systems, attaching or detaching furniture affixed to the real property, etc. The Contractor will be responsible for the proper classification of its employees.

#### **4.1 Prevailing Wage:**

- 4.1.1 The Contractor and all Subcontractors under the Contractor shall pay all workers performing prevailing wage Work pursuant to this 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, 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 Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- 4.1.2 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.
- 4.1.3 The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 Project.

#### **4.2 Registration:**

- 4.2.1 Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records ("**CPR(s)**") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("**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.”

## 5.0 IFB ATTACHMENTS/DOCUMENTS

The following attachments are included as part of this IFB:

ATTACHMENT / DOCUMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs	These rules govern this solicitation.
Attachment 2 Master Agreement - Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must sign this JBE Master Agreement (the “Terms and Conditions”).
Attachment 3 Bidder’s Acceptance of Terms and conditions	This form needs to be signed by (Bidder) and submitted with bid, The Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions and submit the exceptions with bid.
Attachment 4 General Certifications Form	The Bidder must complete the General Certifications Form and Submit the completed from with its bid.
Attachment 5 Darfur Contracting Act Certification	Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
Attachment 6 Payee Data Record Form	This form contains information the Judicial Council of California requires in order to process payments.
Attachment 7 Bidder Declaration	Complete this form <u>only</u> if the Bidder wishes to claim the DVBE incentive associated with this solicitation.

Attachment 8 DVBE Declaration	The Bidder must complete this form and submit it with their bid only if Bidder wishes to qualify for the DVBE incentive.
Attachment 9 Moving Policy for DGS Building	The DGS (Department of General Services) building’s moving policy and loading dock specifications
Attachment 10 References	Bidder must provide 3 references and submit with their bid.

## 6.0 SUBMISSIONS OF BIDS

6.1 Bids should provide straightforward, concise information that satisfies the requirements of Section 7 (“Bid Contents”). Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB’s instructions and requirements, and completeness and clarity of content.

6.2 The Bidder must submit its bid in **two parts**, the non-cost information and the cost information.

6.2.1 The Bidder must submit one (1) original and (3) copies of the non-cost information. The original must be signed by an authorized representative of the Bidder. The non-cost information (including all copies thereof) must be submitted to the JCC in a single sealed envelope, separate from the cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.

6.2.2 The Bidder must submit one (1) original and (3) copies of the cost information. The original must be signed by an authorized representative of the Bidder. The cost information (including all copies thereof) must be submitted to the JCC in a single sealed envelope, separate from the non-cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.

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

**Bid Desk – San Francisco Moving and Installation Services**  
Judicial Council of California  
Branch Accounting and Procurement| Administrative Division  
Attn: Sheryl Berry-T, IFB No: JCC-2019-04-DM  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688

6.4 Late bids will not be accepted.

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

## **7.0 BID CONTENTS**

7.1 Non-Cost Information. The following should be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.

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

7.1.2 Name, title, address, telephone number, and email address of the individual who will act as Bidder's designated representative for purposes of this IFB.

7.1.3 Describe your company's ability to provide the services listed in Section 2.0.

7.1.4 All required documentation under Section 2.3.

7.1.5 Acceptance of the Terms and Conditions.

7.1.5.1 On **Attachment 3**, Bidder must check the appropriate box and sign the form. If Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

7.1.5.2 If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

7.1.5.3 Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its bid.

**7.1.5.4 Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive.**

7.1.5.5 Certifications, Attachments, and other requirements

Bidder must include the following certification in its bid:

- i. Bidder certifies that it has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
- ii. Bidder must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its bid.
- iii. If Bidder is a corporation, proof that Bidder is in good standing and qualified to conduct business in California.

7.2 Cost Information. The following must be included in the cost information.

- 7.2.1 The hourly rate for one mover per day. Indicate if different rates apply based upon job function. Also, indicate if different rates apply to work performed in the evening/after-hours, weekend, and/or holidays.
- 7.2.2 For internal moves within a JBE, there will be no charges for "time and travel." The JBE will only be charged an hourly rate per mover.
- 7.2.3 Please provide travel cost for external move between San Francisco to Sacramento and Los Angeles.

Classification	Per Man Hourly Rate	Per Man Hourly Rate for After-Hours, Weekend and Holidays	Other Expenses (Equipment/Truck/Travel for External Moves and Storage fees)

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 Bidder's bid is an irrevocable offer for thirty (30) days following the bid due date. In the event a final contract has not been awarded within this thirty (30) day period, the JCC reserves the right to negotiate extensions to this period.

**9.0 EVALUATION OF BIDS**

Bids that meet all of the required components in **Section 2.3** will be publicly opened at the time and place noted in Section 3.0, Timeline for this IFB.

The JCC will evaluate the bids as described in the Administrative Rules. Award, if made, will be to the lowest responsible bidder meeting all submission requirements, terms and conditions of this IFB.

**10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each bid will be retained by the JCC for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative

records.

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

## **11.0 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 bid non-responsive.

Bidder will receive a DVBE incentive if, in the sole determination of the JBE's staff, bidder has met all applicable requirements. **If Bidder receives the DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.**

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, Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Bidder wishes to seek the DVBE incentive:

1. Bidder must complete and submit with its bid the Bidder Declaration (**Attachment 7**). Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Bidder must submit with its bid a DVBE Declaration (**Attachment 8**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder 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 Bidder not receiving the DVBE incentive. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.

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

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in its bid 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

## **12.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Bidder 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 JCC to receive a solicitation specifications protest is **5/28/2019**. Protests should be sent to:

Judicial Council of California  
Branch Accounting and Procurement | Administrative Division  
Attn: Protest Officer, IFB Number: JCC-2019-04-DM  
455 Golden Gate Avenue, 6th floor  
San Francisco, CA 94102-3688