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| RC2 |  | REQUEST FOR PROPOSALS |
| **Judicial Council of California**  **RFP Title: Smiths Detection Security Screening Equipment Maintenance Services**  **RFP Number: OS-20150901-SMITHS-JR**  **Due Date September 30, 2015,**  **and Time: 3:00 P.M. Pacific Time** |

1. BACKGROUND INFORMATION
   1. The Judicial Council of California (“Judicial Council”) seeks to provide a secure environment for the State of California’s judicial branch facilities by establishing, operating and maintaining security screening stations at various facility entry points. The Judicial Council, and the Judicial Council on behalf of the Superior Courts of California, the California Appellate Courts, and the Supreme Court of California, collectively the “Purchasing Group” and each a “Member,” requests proposals from highly qualified Proposers with expertise in providing maintenance and repair services and support for its Smiths Detection brand of x-ray equipment of various age and model types on a statewide basis. A Member may elect, but is not required, to purchase such services from any Master Agreement that may result from this RFP.
   2. There are approximately 51 Smiths Detection cabinet x-ray systems located in court facilities statewide. Generally equipment is purchased with 5 years of service coverage and any service contracts purchased under any agreement resulting from this RFP would go into effect following that 5 year period. Generally, equipment is replaced when it reaches the end of its reasonable life expectancy.
   3. Although the current statewide inventory includes equipment manufactured by Rapiscan, CEIA, Astrophysics, and Smiths Detection, this RFP is specifically for the maintenance and servicing of **Smiths Detection equipment only**.
   4. This RFP does not include the purchase of any new equipment. Equipment must be maintained and serviced as needed until such time as the equipment is replaced or taken out of service.
   5. The Judicial Council seeks the services of an entity in good standing with the State of California, capable of meeting the technical specifications in this RFP, and possessing expertise in providing maintenance services for Smiths Detection cabinet x-ray systems .
2. DESCRIPTION OF SERVICES

If proposer is awarded a master agreement, the successful proposer will:

* 1. Make fixed rate service contracts for corrective repair and annual maintenance of Smiths Detection screening equipment available for purchase by any Member regardless of the equipment’s age, condition, or location within California.
  2. Provide the following for each piece of equipment covered under each service contract purchased by a Member:
     1. One preventive maintenance service call, which includes one radiation survey, on-site within 12 months since the last preventive maintenance call;
     2. Unlimited on-site corrective repair work;
     3. All parts necessary to perform corrective repair work or a maintenance call, except those parts specifically identified in the Master Agreement as being excluded;
     4. All labor necessary to perform corrective repair work or a maintenance call by technicians certified by the applicable manufacture of equipment to be serviced;
     5. All travel, lodging, meals, and expenses necessary for the contractor to perform corrective repair work or a maintenance call on a non-reimbursable, non-billable basis, except when services requested are not covered under the Member’s purchased service agreement;
     6. Shipping of parts on a non-reimbursable, non-billable basis;
     7. Unlimited telephone support with a telephone response time within 2 hours for corrective repair service calls; and if needed, commence repair work on site by the following business day for repair service calls made by noon, and the 2nd business day for repair service calls made after noon. All onsite repairs are to be scheduled at times convenient to the Member;
     8. Coordination of all preventive maintenance work with the requesting Member’s representative in advance;
     9. Provide only new parts that meet the original equipment manufacturers’ specifications for each piece of equipment covered under each service contract purchased by a Member; and
     10. Upon request by a Member, provide additional billable time and material services not related to corrective repair or preventive maintenance, including de-installation, moving of equipment, re-installation, re-certifying.
     11. Once each quarter, provide a report showing details of all preventive maintenance and radiation surveys completed in the past quarter and all scheduled preventive maintenance and radiation surveys in the upcoming quarter.
  3. Comply with the terms and conditions in Attachment 2, Standard Terms and Conditions.

1. TIMELINE FOR THIS RFP
   1. 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 | September 16, 2015 |
| Deadline for questions | September 23, 2015  **3:00 pm Pacific Time** |
| Questions and answers posted *(estimate only)* | September 24, 2015 |
| Latest date and time proposal may be submitted | September 30, 2015 **3:00 pm Pacific Time** |
| Anticipated interview dates, as deemed necessary. (*estimate only*) | October 1 - 5, 2015 |
| Evaluation of proposals (*estimate only*) | October 1 - 5, 2015 |
| Posting of Non-Cost Technical Scores (estimate only) | October 6, 2015 |
| Public opening of cost portion of proposals (estimate only) | October 7, 2015,  **10:00 am Pacific Time** |
| Notice of Intent to Award (*estimate only*) | October 14, 2015 |
| Negotiations and execution of contract (*estimate only*) | October 21, 2015 |
| Contract start date (*estimate only*) | November 1, 2015 |
| Contract end date (*estimate only*) | October 31, 2016 |

1. RFP ATTACHMENTS
   1. The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs: | These rules govern this solicitation. |
| Attachment 2: Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign this Standard Form agreement (the “Terms and Conditions”). |
| Attachment 3: Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. |
| Attachment 4: Pricing Proposal Form | The Proposer must complete this form and submit it with the cost portion of its proposal. |
| Attachment 5: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 6:  Iran Contracting Act Certification | The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 7:  Payee Data Record Form | This form contains information the Judicial Council or Member requires in order to process payments and must be submitted with the proposal. |
| Attachment 8:  Small Business Declaration | (Optional) The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation. |
| Attachment 9: Bidder Declaration | (Optional) The Proposer must complete this form only if it wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation. |
| Attachment 10: DVBE Declaration | (Optional) The Proposer must complete this form only if it wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation. |

1. PAYMENT INFORMATION
   1. There is no guarantee of any minimum quantity of service agreements to be purchased by Members from any Master Agreement that may result from this RFP.
   2. Any Master Agreement awarded under this RFP will not be funded. Instead, Members may, at their discretion, purchase service agreements at the prices and under the terms and conditions of the Master Agreement by using their own Purchase Order that references the applicable Master Agreement number. The term “Purchase Order” refers to an ordering document used by any Member to purchase a maintenance services agreement.
   3. Payment will be made by the Member after Contractor submits a valid invoice to the Member.
   4. Travel and lodging expenses will only be allowed and payable by the Member if:
      1. services requested are not covered under the Member’s purchased service agreement;
      2. the travel and lodging expenses are within the established travel guidelines (see Attachment 2, Standard Terms and Conditions); and
      3. the travel and lodging expenses are approved by the Member prior to the contractor incurring the travel and lodging expenses.
   5. The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employees’ wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Flat rate service agreements are non-taxable.
   6. Additional payment information and terms and conditions applicable to this RFP are found in Attachment 2, Standard Terms and Conditions, Exhibit C, Payment Provisions.
2. SUBMISSIONS OF PROPOSALS
   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.
   2. The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.
      1. The Proposer must submit one (1) original and three (3) copies of the non-cost portion of the proposal and one (1) electronic copy on CD-ROM or USB memory stick/flash drive. 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 Judicial Council in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number, and the words “Non-Cost Portion” on the outside of the sealed envelope.
      2. The Proposer must submit one (1) original and three (3) copies of the cost portion of the proposal and one (1) electronic copy on CD-ROM or USB memory stick/flash drive. 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 Judicial Council in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number, and the words “Cost Portion” on the outside of the sealed envelope.
      3. The electronic files must be in PDF, Word, or Excel formats.
   3. Late proposals will not be accepted. Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

**Judicial Council of California**

**Attn: Nadine McFadden,**

**RFP # OS-20150901-SMITHS-JR**

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102

* 1. 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.

1. PROPOSAL CONTENTS
   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.
      1. 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.
      2. 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.
      3. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has provided services on a statewide basis. The Judicial Council may check references listed by the Proposer.
      4. For each key staff member, including the service manager responsible for all of California, the sales manager responsible for all of California: a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.
      5. A detailed list of parts or services excluded, if any, from an annual preventive maintenance agreement for a magnetometer and/or x-ray machine, as applicable. Any part or service not specifically listed as exclusion will be considered included in an annual preventive maintenance agreement. If there are no exclusions, provide a statement to that effect.
      6. Details of parts availability.
      7. Details regarding response time and method of response.
      8. Details of customer service contact and call processing.
      9. Details regarding escalation procedures.
      10. Details of area coverage, including remote locations as well as metropolitan areas, and information regarding the ability to address issues in more than one location simultaneously.
      11. A sample report that details the specifics of tracking service calls (prior month) and upcoming preventative maintenance calls.
      12. Warranty information.
      13. Acceptance of the Terms and Conditions.
          1. 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.
          2. 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.
      14. The Proposer must complete the General Certifications Form (Attachment 5), Iran Contracting Act Certification (Attachment 6), and submit the completed forms with its proposal.
      15. Proof of financial solvency or stability (e.g., balance sheets and income statements).
      16. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
      17. Attachment 7, Payee Data Record Form
      18. *(Conditional)* 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.
      19. *(Conditional)* A signed Attachment 8, Small Business Declaration Form if proposer seeks the small business preference.
      20. *(Conditional)* A signed Attachment 9, Bidder Declaration Form if proposer seeks the Disabled Veteran Business Enterprise preference.
      21. *(Conditional)* A signed Attachment 10, DVBE Declaration Form if proposer seeks the Disabled Veteran Business Enterprise preference.
   2. **Cost Portion.** Proposer must include a fully completed Attachment 4, Pricing Proposal Form. On this form, proposer provides pricing for full coverage annual preventive maintenance service calls for either x-ray equipment or Magnetometer, as applicable as well as pricing for services not covered under an annual service agreement.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

1. 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.

1. EVALUATION OF PROPOSALS
   1. The cost portion of proposals will be publicly opened on the date and time noted in Section at:

**Judicial Council of California**

455 Golden Gate Avenue, 3rd Floor – Room# TBD

San Francisco, CA 94102

* 1. 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 after applying any small business preference points in accordance with section 13 of this RFP and/or any DVBE preference points in accordance with section 12 of this RFP. Although some categories are weighted more than others, Categories 1 through 5, in the table below, are all considered necessary and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

| **Category #** | **CRITERION** | **maximum number of points** | **Applicable RFP provisions** |
| --- | --- | --- | --- |
| 1 | Cost | 50 | 7.2 Attachment 4 |
| 2 | Demonstrated ability to provide repairs and services as specified in this RFP | 19 | 7.1.1. through 7.1.6 7.1.8., 7.1.11., 7.1.12., 7.1.14.3., 7.1.14.4., 7.1.14.5., |
| 3 | Demonstrated ability to meet response time requirements specified in this RFP | 19 | 7.1.7., 7.1.9., 7.1.10 |
| 4 | Acceptance of the Terms and Conditions | 9 | 2.3, 7.1.13.,  Attachments 2 and 3 |
| 5 | Disabled Veteran Business Enterprise Incentive (DVBE) | 3 | 12. through 12.8.,  Attachments 9 and 10 |

* 1. If a contract will be awarded, the Judicial Council will post an Intent to Award notice at <http://www.courts.ca.gov/rfps.htm> under this RFP’s title and number.

1. INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices. Proposers will not be reimbursed for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

1. CONFIDENTIAL OR PROPRIETARY INFORMATION

**Proposals are subject to disclosure pursuant to applicable provisions of the California Public Contract Code and rule 10.500 of the California Rules of Court.** The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

1. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE (DVBE)
   1. Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
   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 9.0 above.
   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”).
   4. If Proposer wishes to seek the DVBE incentive:
      1. Proposer must complete and submit with its proposal the Proposer Declaration (Attachment 9). Proposer must submit with the Proposer Declaration all materials required in the Bidder Declaration.
      2. Proposer must submit with its proposal a DVBE Declaration (Attachment 10) 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.
   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.
   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.
   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.
   8. 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.
2. SMALL BUSINESS PREFERENCE
   1. Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.
   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.
   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.
   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 8). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.
   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.
   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.
   7. FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.
3. 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*). 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 set forth in Section 3, Timeline For This RFP. Protests should be sent to:

**Judicial Council of California**

**Finance | Business Services**

ATTN: Protest Hearing Officer

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102