

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

Non-sworn, unarmed, uniformed Security Guard Services

RFP No.: RFP-COA-2019-01-RP

PROPOSALS DUE:

SEPTEMBER 30, 2019

NO LATER THAN 3:00 P.M. PACIFIC TIME

REVISION 1 – EFFECTIVE 10/11/2019



JUDICIAL COUNCIL
OF CALIFORNIA

To: Security Guard Firms

Contact: solicitations@jud.ca.gov

From: Judicial Council of California

Solicitation Title and Number:

Non-sworn, Unarmed, Uniformed Security Guard
Services
RFP-COA-2019-01-RP

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1.0 BACKGROUND INFORMATION

- 1.1. Judicial Council of California (“Judicial Council”, “State”, or “JBE”) The Judicial Council, chaired by the Chief Justice, is the rule-making arm of the California court system. It was created by an amendment to article VI of the California Constitution in 1926. In accordance with the California Constitution and under the leadership of the Chief Justice of the Supreme Court of California, the Judicial Council directs improvements to 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 Branch Accounting and Procurement office is the staff entity for the Judicial Council and assists both the Judicial Council and the Chief Justice in performing their duties.

The Judicial Council, the Supreme Court of California and the Courts of Appeal (together, the “Courts”) are exempt from the personal services contracting requirements referenced in Government Code Sections 19130-19134; Selected Proposers awarded a contract under this solicitation are not required to provide its agents or employees the wages or benefits described in those sections. The successful Proposers will be solely responsible for all matters relating to the payment of its agents and employees, including compliance with social security, withholding all employee benefits, and all regulations governing such matters.

- 1.2. Objective. The Judicial Council is charged with managing certain administrative functions for the Courts in California’s justice system. Among these is arranging for building security and security of the appellate courts’ courtrooms and chambers. Qualified security guard firms will work closely with the Clerk’s Office and other court personnel at each designated court location. The services contemplated in this Request for Proposal (“RFP”) are intended to complement and coordinate with security services already provided by the California Highway Patrol (“CHP”).
- 1.3. Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see the California Courts Website located at www.courts.ca.gov/rfps.htm (“Courts Website”).

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1. The Judicial Council seeks proposals from one or more qualified security guard firms (the “Proposer(s)”) to perform non-sworn, unarmed, uniformed security guard services for the offices of the Judicial Council and the Courts, a total of nine (9) locations across the State as more specifically set forth in **Attachment 15**. The estimated annual cost for services referenced in this RFP will be up to but less than \$1,000,000.00 aggregate total statewide (*see requirements in Section 5.0*).
- 2.2. Service Area(s). If selected, Proposers will be evaluated and selected to provide services for one or more of the nine (9) courts, located within three regions: Bay Area/Northern Coastal Regional Area, Northern/Central Regional Area, and Southern Regional Area. A map of the regional service areas (“Service Areas”) of the court locations is included as **Attachment 16** to this RFP. All Proposers are required to indicate in their Technical Proposal and Cost Proposal which Service Areas they wish to be considered for:

- i. BANCRO - Bay Area/Northern Coastal Regional Area
- ii. NCRO – Northern/Central Regional Area
- iii. Southern Regional Area

Service Areas for each court location is listed below:

Appellate District Division Court Site	Regional Service Area
Supreme Court, First District Court of Appeal: San Francisco, CA	BANCRO
Second District Court of Appeal: Los Angeles, CA	Southern
Second District Court of Appeal: Ventura, CA	Southern
Third District Court of Appeal: Sacramento, CA	NCRO
Fourth District Court of Appeal, Division One: San Diego, CA	Southern
Fourth District Court of Appeal, Division Two: Riverside, CA	Southern
Fourth District Court of Appeal, Division Three: Santa Ana, CA	Southern
Fifth District Court of Appeal: Fresno, CA	NCRO
Sixth District Court of Appeal: San Jose, CA	BANCRO

Proposers may indicate one or more Service Areas. The number of Service Areas will not affect the evaluation or scoring of the Proposer’s proposal.

- 2.3. Staff Coverage at Sites. Detailed information regarding Site Coverage and Configurations (the “Sites”) at each court location will be provided after the Judicial Council receives a signed Non-Disclosure Agreement to Proposers that attend the Mandatory Pre-Proposal Conference. Selected Proposers awarded a Standard Agreement under this RFP will be directly responsible for supervising and instructing its own staffing personnel and may also recommend either on-site or roving supervisory staff of its own at the Sites without further cost.
- 2.4. Standard Agreement. Selected Proposers will be required to have an authorized representative of their firm sign the Judicial Council’s standard form agreement containing the terms and conditions (the “Standard Agreement”). The terms and conditions set forth in the Standard Agreement are in **Attachment 2**. The initial term (“Initial Term”) of the Standard Agreement will be three-years (3), with up to four (4) one-year (1) options to extend (“Option Term(s)”), at the sole discretion of the Judicial Council. Proposers are to thoroughly review the Judicial Council’s Standard Agreement in its entirety including, but not limited to, Exhibit D, Work to Be Performed, prior to submitting a proposal.
 - i. The Judicial Council reserves the right to modify or update the Standard Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through

negotiation of the Standard Agreement with selected Proposers. By submitting to this RFP, Proposers acknowledge that (a) the Proposer will provide the services required in the Standard Agreement, and (b) it has no objection to the Standard Agreement.

- ii. Any changes or modifications to the terms and conditions of the Standard Agreement shall require a bilateral amendment at the sole discretion of the Judicial Council.
- iii. The Judicial Council reserves the right to terminate an award with a selected Proposer, if a satisfactory contractual agreement has not been signed within 30 calendar days of a contract draft with that selected Proposer.

2.5. Work to be Performed.

Work to be performed at the Sites is set forth in detail in Exhibit D to the Standard Agreement (*Attachment 2*). Work to be performed includes, but is not limited to, the following list of categories:

- 1. Overview
- 2. Contractor's Project Manager Responsibilities
- 3. Work to be Performed
- 4. Guard Requirements
 - A. Application Approval
 - B. Supervision
 - C. Experience
 - D. Current Permanent Registration Card
 - E. Physical Qualifications
 - F. Pre-employment Drug Screening
 - G. Mental Qualifications
 - H. Literacy
 - I. Training – (*including, but not limited to, Harassment Prevention and Diversity Training*)
 - J. Post Instructions
 - K. Uniform Standards
 - L. Required and Prohibited Activities
 - M. Cooperation
- 5. Non-Performance and Replacement of Personnel

The above list is not an all-inclusive list of work to be performed and may be modified by the Judicial Council, at its sole discretion.

- ## 2.6. Performance and Reporting Requirements.
- Selected Proposers agree to continue to perform all services and meet all requirements described in the Standard Agreement including, but not limited to, Exhibit D, Work to be Performed, during the Initial Term and any subsequent Option Terms thereafter. Proposers will be required to submit quarterly reports to the COA Project Manager, describing work performed, work status, work progress, difficulties encountered, remedial actions taken, and performance complaints and violations reported

within thirty (30) business days following the last business day of the end of each calendar quarter. Performance complaints and violations include, but are not limited to, the following:

- i. No-show rate / No *backfill*;
- ii. Missed guard shifts;
- iii. Missed supervisory visits/shifts;
- iv. Customers, patrons, and Judicial Council, COA Project Manager, on-site Court Liaisons and Court personnel complaints;
- v. Violations of policies, procedures and performance requirements;
- vi. Violations of uniform dress, appearance standards and proper identification.

If selected Proposers fail to maintain a satisfactory Performance Threshold of at least 95% during any calendar quarter as determined by the COA Project Manager, and the Proposer does not correct said violations in a reasonable time as set forth in the Standard Agreement and Exhibit D, the Judicial Council will be entitled to liquidated damages in addition to any other rights or remedies that the Judicial Council may have under the Standard Agreement, including termination for cause.

- 2.7. Incumbent Personnel. Selected Proposers are strongly encouraged to work with any of the individual appellate courts on incumbent personnel transfer if a Court indicates an incumbent meets or exceeds their requirements. Proposers will detail their proposed plans to include this process in their hiring.
- 2.8. Background checks. Selected Proposers will conduct personal background checks on all personnel before they are assigned Work under the Standard Agreement. Background checks must include fingerprinting. The Judicial Council reserves the right to review all background checks and to conduct security clearances on all personnel assigned. The Judicial Council may verify each license and obtain a complaint history of the successful Proposers from the Department of Consumer Affairs, Bureau of Collection and Investigative Services.
- 2.9. License and Permits. Selected Proposers and Proposers' agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Services. Such license and permits are to be presented to the Judicial Council and the Courts on demand, and include Private Patrol Operator's License and Guard Registration Card.
- 2.10. Insurance and Bond Requirements. Selected Proposers will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation, Public Liability, and Employer's Liability pursuant to the insurance requirements and policy limits specified in the Standard Agreement (*see Attachment 2*). Insurance requirements may be increased or adjusted as determined by the work to be performed and at the sole discretion of the Judicial Council. In addition, selected Proposers personnel must be covered under an employee fidelity bond with a limit of at least \$1,000,000.00.
- 2.11. Subcontracting. Selected Proposers shall not subcontract services provided under the Standard Agreement, unless the Judicial Council agrees to the subcontracting in writing and executed in the same manner as the Standard Agreement.

- 2.12. Administrative Rules Governing this RFP. The Judicial Council’s Administrative Rules governing this RFP can be found in **Attachment 1**. By virtue of submission of a Proposal, the Proposer(s) agree to be bound by said Administrative Rules.

The Judicial Council reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP. One copy of a submitted Proposal will be retained for official files and becomes a public record.

3.0 TIMELINE FOR THIS RFP

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	08/23/2019
Deadline for questions to solicitations@jud.ca.gov	08/30/2019 Received by 1:00 pm Pacific Time
Deadline for completed and signed Non-Disclosure Agreement to solicitations@jud.ca.gov .	09/09/2019 Received by 3:00 pm Pacific Time
Questions and answers posted (<i>estimate only</i>)	09/11/2019
Mandatory Pre-Proposal Conferences (in person or via conference call) (<i>estimate only</i>)	09/16/2019 – 09/18/2019 <i>Mandatory Pre-Proposal Conference to receive confidential information (in person or via a conference call) will be provided upon receipt of a signed Non-Disclosure Agreement.</i>
Latest date and time proposal may be submitted	09/30/2019 Received by 3:00 pm Pacific Time
Anticipated interview dates (<i>optional</i>), and evaluation of proposals (<i>estimate only</i>)	10/14/2019 to 10/28/2019
Notice of Intent to Award (<i>estimate only</i>)	10/31/2019

EVENT	DATE
Contract start month/date/year (<i>estimate only</i>)	12/01/2019
Contract end month/date/year (excludes renewal option terms) (<i>estimate only</i>)	11/30/2022

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

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ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Sample Standard Agreement	If selected, the person or entity submitting a proposal (Proposer) must sign the Judicial Council's standard form agreement containing the terms and conditions (Standard 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. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: Payee Data Record Form	This form contains information the Judicial Council requires to process payments and must be submitted with a proposal.
Attachment 5: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 6: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Non-Disclosure Agreement (NDA)	Proposers wishing to attend the Mandatory Pre-Proposal Conference must submit a completed NDA by the date set forth in Section 3, Timeline for This RFP. In addition, Proposers must include signed NDA's by all personnel who received Judicial Council confidential information and worked on the proposal for the Proposer.
Attachment 10: Cost/Fee Proposal Form	Proposer must use only this form to propose its pricing necessary to perform the work set forth in the Judicial Council's Standard Agreement.
Attachment 11: References Form	Proposers must use this form to provide their references.
Attachment 12: Bidder Declaration	This form needs to be signed by the Proposer and submitted with the bid if vendor is participating in the Disabled Veteran Business Enterprise (DVBE) incentive.
Attachment 13: DVBE Declaration	This form needs to be signed by Proposer and submitted with bid if vendor is participating in the DVBE incentive.
Attachment 14: Questions Submittal Form	Complete this form if Proposer wishes to submit questions regarding this RFP.
Attachment 15: Court Locations	Address locations of the Supreme Court and Appellate Courts.

Attachment 16: Service Area Map	Map of the regional service areas of the Courts. The Proposer must indicate in their Technical Proposal which Services Areas they wish to provide services.
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5.0 COMPENSATION AND PAYMENT TERMS

5.1 If selected, Proposers compensation will be the hourly billing rates set forth on the Proposers Cost/Fee Proposal Form (*Attachment 10*). Hourly billing rates will be flat rates which include all wages, benefits, allowances, differentials, and are billable for time worked. Billable hourly rates may vary from court to court and are based on geographic cost of living differences. Proposers will be required to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type listed on Attachment 10. The estimated annual cost for services referenced in this RFP will be up to but less than \$1,000,000.00 aggregate total statewide.

Work to be performed as set forth in Exhibit D to the Standard Agreement is payable on a weekly basis, subject to approval by the Judicial Council, and in accordance with the payment terms of the Standard Agreement. Estimated hours per week vary from court to court.

Listed below is a sample of estimated hours per week per court location:

Appellate District Division Court Site	Estimated Hours Per Week
Supreme Court, First District Court of Appeal: San Francisco, CA	72.5
Second District Court of Appeal: Los Angeles, CA	280
Second District Court of Appeal: Div 6 - Ventura, CA	40
Third District Court of Appeal: Sacramento, CA	150
Fourth District Court of Appeal, Division One: San Diego, CA	40
Fourth District Court of Appeal, Division Two: Riverside, CA	80
Fourth District Court of Appeal, Division Three: Santa Ana, CA	80
Fifth District Court of Appeal: Fresno, CA	80
Sixth District Court of Appeal: San Jose, CA	60

5.2 Staff Coverage and Holidays. The average work shift in a business day may consist of eight (8) to twelve (12) hours, typically Monday through Friday for all court locations, and Saturday and Sunday for some court locations. Start and end times vary from court to court.

If authorized and required to work Judicial Council (State) holidays, hourly rates worked will be calculated and paid at a factor of 1.5 times the unit hourly rate. Holidays are as follows:

- i. New Year's Day
- ii. Martin Luther King, Jr. Day
- iii. Lincoln's Birthday
- iv. Washington's Birthday
- v. Cesar Chavez Day
- vi. Memorial Day
- vii. Independence Day
- viii. Labor Day
- ix. Columbus Day
- x. Veterans Day
- xi. Thanksgiving Day
- xii. Day after Thanksgiving
- xiii. Christmas Day

5.3 Compensation Adjustments. The hourly rates submitted in the Proposers' proposal shall remain fixed and will not be subject to any form of compensation adjustment during the Initial Term of the Standard Agreement. Compensation adjustments for hourly rates on subsequent terms (Option Terms), if any, will be based upon the Producer Price Index Industry Data for Security Guards and Patrol Officers Series ("PPI"), as published by the Bureau of Labor Statistics and at the sole discretion of the Judicial Council. **Any compensation adjustment provision added to a Proposer's proposal will disqualify the Proposer from consideration for an award.**

5.4 Cost/Fee Proposal Form. Proposers are required to complete **Attachment 10**, the Cost/Fee Proposal Form, and include it with the Cost Proposal portion of their proposal. Proposers are to list hourly rates for each Service Area they wish to service for on-site supervisors and guard personnel listed on Attachment 10. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by the evaluation panel, and the Proposer's proposal may be deemed non-responsive. The evaluation panel **will only** evaluate the hourly rates for the personnel classification types listed on Attachment 10. Hourly rates shall include all clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Standard Agreement.

5.5 Allowable Expenses.

- i. Travel and lodging expenses are **allowable** with prior written authorization by the Judicial Council, in accordance with the payment terms in the Standard Agreement, and with the Judicial Council's Travel Guidelines and Policy. Travel and lodging expenses are subject to change, at the sole discretion of the Judicial Council.
- ii. Overtime pay is **allowable** with prior written authorization by the Judicial Council, and in accordance with the payment terms in the Standard Agreement. If overtime is authorized, selected Proposers will be required to comply with all State and federal laws governing overtime hourly rates.

5.6 Prevailing Wage. Prevailing wage does not apply to security guard services (Section 1771, 8 Cal Regs §16000).

5.7 Timesheets. If selected, Proposers will be required to submit timesheets noting each day worked

from each unarmed security guard at each Site. Timesheets will be submitted with an invoice on a weekly basis and is subject to approval by the on-site Court Liaison. Coverage for an absent unarmed security guard must be at the originally posted unarmed security guard's billing rate. The Judicial Council **will not** be charged for overtime costs if the selected Proposer's relief unarmed security guard is late for any reason and the current unarmed security guard's shift is extended past eight (8) hours or a 40-hour given week. Selected Proposers shall absorb such overtime costs.

5.8 **Liquidated Damages.** Selected Proposers that fail to meet or exceed the performance requirements referenced in Exhibit D to the Standard Agreement, and do not correct non-performance infractions within a reasonable time, will entitle the Judicial Council to liquidated damages. The Proposers and the Judicial Council agree that the amount for liquidated damages is difficult if not impossible to estimate, but the Judicial Council shall be entitled to liquidated damages for missing guard shifts or other non-performance infractions at a reasonable amount per day per infraction as set forth in the Standard Agreement. Said amount(s) will be deducted from the Judicial Council's payment to the selected Proposers. The action noted above shall not be construed as a penalty, but as an adjustment of payment to the selected Proposer for the Judicial Council to recover costs due to Proposer's non-performance or failure to comply with the provisions set forth in the Standard Agreement. Notwithstanding the above, the liquidated damages noted above shall be in addition to any other rights or remedies that the Judicial Council may have under the Standard Agreement, including termination for cause.

5.9 Proposers are hereby advised that payments are made by the State of California (State), and the State does not make any advance payment or progress payments for services. Payment by the State is normally made based upon completion of tasks/services as provided for in the Standard Agreement between the Judicial Council and the selected Proposers.

6.0 MANDATORY PRE-PROPOSAL CONFERENCE AND NON-DISCLOSURE AGREEMENT

6.1 A Mandatory Pre-Proposal Conference will be conducted at the Judicial Council's office in San Francisco, CA, either in person or via conference call. An oral question and answer session regarding confidential information for services referenced in this RFP will take place during the Mandatory Pre-Proposal Conference. Proposers must first submit a completed and signed Non-Disclosure Agreement ("NDA") (**Attachment 9**) prior to attending in person or participating via conference call or receiving any confidential information related to this RFP.

- i. Additional logistics for the Mandatory Pre-Proposal Conference will be provided to each Proposer's representative that submits a completed and signed NDA by the date and time set forth in Section 3, Timeline for This RFP. Completed and signed NDAs must be scanned and sent via e-mail to Solicitations@jud.ca.gov.
- ii. Proposers are required to list in the body of the email with the scanned NDA attachment, their representative's full name, phone number, email address and preference to attending the Mandatory Pre-Proposal Conference (*in person or via conference call*). In the subject line of the email, include the RFP number and NDA.
- iii. The Judicial Council will acknowledge receipt of the NDA via email to Proposers that submit a completed and signed NDA, and provide additional requirements and logistical information regarding the Mandatory Pre-Proposal Conference. No Proposer shall, under

any circumstance, contact any court personnel or existing guard staff until the issuance of an intent to award letter.

- 6.2 Attendance at the Pre-Proposal Conference is **MANDATORY** for all Proposers. Each Proposer must be certain to check in at the Mandatory Pre-Proposal Conference, as the attendance list will be used to ascertain compliance with this requirement. **The Judicial Council may reject a proposal from any Proposer who did not submit an NDA and did not attend the Mandatory Pre-Proposal Conference.**

7.0 SUBMISSION REQUIREMENTS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. ***Expensive bindings, color displays, and the like are not necessary or desired.*** * Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 7.2 The Proposer must submit its proposal in **two** parts; the technical proposal and the cost proposal.
- a. **Technical Proposal.** The Proposer must submit **one (1) original copy** 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 a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. **Cost Proposal.** The Proposer must submit **one (1) original 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 a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. **Electronic Copy of Proposal.** The Proposer must submit an electronic version of the entire proposal on USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats. Naming conventions of electronic files should include abbreviated name of Proposer, and **limited** to 10 characters.
- 7.3 Proposals must be delivered by the date and time listed in the RFP Timeline and on the coversheet of this RFP to:

Judicial Council of California
Attn: Sheryl Berry, RFP-COA-2019-01-RP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

PROPOSERS ARE STRONGLY ENCOURAGED to place the sealed Technical Proposal envelope, the sealed Cost Proposal envelope, and the USB drive in a single shipping envelope.

(Indicate the RFP Number and name of your organization in the lower-left corner of the outer packaging.)

7.4 Late proposals will not be accepted.

7.5 **Questions.** Proposers may submit a request for clarifications, modifications or questions regarding this RFP to the Judicial Council using the format provided in Attachment 15. Requests shall be submitted via e-mail to Solicitations@jud.ca.gov no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council or any court personnel shall be made only through this email address.

Proposers, their employees and agents **may not** contact any Judicial Council and court personnel during the solicitation process regarding this RFP in any other manner other than set forth in this section. Violation of this restriction **may** result in disqualifying a Proposer from consideration for an award under this RFP at the sole discretion of the Judicial Council.

7.6 **Delivery Method of Proposals.** Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 **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. Contact Information and Office Presence. The Proposer's name, address, telephone and fax numbers, and federal tax identification number, **and a detailed description of Proposer's business infrastructure, and location of where it conducts its business in the State of California.** Proposers can have just one office, known as its home office, or a main office and a variety of field offices or branch offices. Proposers may be a sole proprietor, firm or business entity formed in the State of California as a domestic or as a foreign entity, corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"). **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. List the 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. List the name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated Project Manager under the Standard Agreement. The Proposer's designated Project Manager will work out any non-performance infractions with the Judicial Council, the COA Project Manager or the on-site Court Liaisons. The Proposer's Project Manager will be the only point of contact for services and non-performance infractions at all court locations.
- d. For each key staff member, include a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

- e. REFERENCES: All Proposers are **required** to list references on **Attachment 11**, the 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 on Attachment 11 by the Proposer.
- f. Experience and Proposed method to complete the Work.
- i. Describe your firm's experience and expertise in providing unsworn, unarmed, uniformed security service in a professional office environment.
 - ii. Describe the methodology for hiring personnel, and your training and operating policies at the court locations specified in Attachment 15. Proposers will also detail their proposed plans for incumbent personnel transfer in their hiring process.
 - iii. Indicate which Service Area(s) you wish to be considered for services: BANCRO - Bay Area/Northern Coastal Regional Area, NCRO – Northern/Central Regional Area, and the Southern Regional Area. Proposers may indicate one or more Service Areas.
 - iv. Describe your firm's policy and process for supervising and managing personnel.
 - v. Does your firm provide any benefits, such as, medical, dental, vision, 401K, paid holidays, vacation and sick leave to your personnel? If so, describe the consistency or parity between court regions (*Service Areas*) regarding your firm's compensation and benefit packages: wage amounts/ranges, vacation and sick leave, paid holidays, health, dental and vision plans, and deferred compensation (e.g., 401(k) plans). If your firm does not offer a benefits package (e.g. health, dental and vision), describe your policies and practices of conforming to the provisions of the Patient Protection and Affordable Care Act (ACA).
 - vi. Describe your firm's process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues). Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reason.
 - vii. Describe Proposer's uniform standards and policies; type and fit of uniforms for both male and female employees, including company policy on uniform maintenance (e.g. cleaning and appearance).
 - viii. Describe Proposer's policies on First Aid, CPR, and AED training, frequency of training supplied to assigned personnel, pre-post non-billed training, post assignment training, and certifications that assigned personnel will receive and be required to maintain.
 - ix. Describe Proposer's plan to comply with Exhibit D of the Standard Agreement pertaining to the work to be performed.
- g. 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.

Please note: Proposers that accept the Judicial Council’s Terms and Conditions in the Standard Agreement without exception will receive five (5) points. No points will be given if the Proposers make material “exceptions” to the Judicial Council’s Standard Agreement.

- 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.
- iii. The following exhibits, provisions, sections and subsections thereto within the Standard Agreement are minimum, non-negotiable contract terms and conditions (“Minimum Terms”):
 - a. Exhibit A – Standard Provisions, all sections;
 - b. Exhibit B – Special Provisions, all sections;
 - c. Exhibit C – Payment Provisions, all sections;
 - d. Exhibit D – Work to be Performed, all sections;
- iv. **A material exception to a Minimum Term will render a proposal non-responsive.**

h. Certifications, Attachments, and other requirements.

- i. The Proposer must complete the General Certifications Form (**Attachment 5**) and submit the completed form with its proposal.
- ii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 6**) 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.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. The Proposer must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.

vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 8**) and submit the completed certification with its bid.

8.2 Cost/Fee Proposal Form. Proposers are required to complete **Attachment 10**, the Cost/Fee Proposal Form, and include it with the Cost Proposal portion of their proposal. Proposers are to list hourly rates for each Service Area they wish to service for on-site supervisors and guard personnel listed on Attachment 10. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by the evaluation panel, and the Proposer's proposal may be deemed non-responsive. The evaluation panel **will only** evaluate the hourly rates for the personnel classification types listed on Attachment 10. Hourly rates shall include all clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Standard Agreement.

9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

10.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents referenced in this RFP. A proposal lacking any of the required proposal contents may be deemed non-responsive.

10.2 An evaluation panel composed of presiding justices, court staff, the CHP, and/or Judicial Council staff will review and score the proposals received. Proposals received will be evaluated on a 100-point scale using the criteria set forth in the table below. Proposers offering the lowest prices/rates will not necessarily be the Proposer selected. Hourly rates will be evaluated using a combined-average (*weighted*) hourly rate for each Service Area of the personnel classification types listed on Attachment 10. An award, if made, will be to the highest-scored proposals, ranked in descending order (highest to lowest) until all Service Areas are covered statewide.

10.3 Proposals that are received and scored must have a combined-blended score (*Technical Proposal and Cost Proposal*) of not less than 70% to qualify for an award.

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

CRITERION	REFERENCES TO APPLICABLE RFP SECTIONS AND SUBMITTALS	MAXIMUM NUMBER OF POINTS
<u>Experience & Expertise:</u> Experience and expertise providing unsworn, unarmed, uniformed security service in a professional office environment	8.0 et seq.	15
<u>Office Presence:</u> Proposer’s business infrastructure, and location of where it conducts its business in the State of California. Proposers can have just one office, known as its home office, or a main office and a variety of field offices or branch offices	8.0 et seq.	5
<u>Compensation & Benefits Package:</u> Explanation of the consistency or parity between court regions (<i>Service Areas</i>) regarding compensation and benefit packages offered to Proposer’s personnel: wage amounts/ranges, vacation and sick leave, paid holidays, benefits such as health, dental and vision plans, deferred compensation (e.g. 401(k) plans, etc.), policies and practices conforming to the provisions of the Patient Protection and Affordable Care Act (ACA) if Proposer does not offer a benefits package (e.g. health, dental and vision), and deferred compensation (e.g., 401(k) plans)	8.0 et seq.	7
Cost	Attachment 10, Cost/Fee Proposal Form	30
<u>Training Policies:</u> Pre-post training plans and post assignment training plans and other policies	8.0 et seq.	10
<u>Uniform Policies:</u> Uniform standards, uniform maintenance, internal uniform and presentation policies	8.0 et seq.	5

CRITERION	REFERENCES TO APPLICABLE RFP SECTIONS AND SUBMITTALS	MAXIMUM NUMBER OF POINTS
<u>Support/Emergency Response Time:</u> Ability to meet post timing requirements, emergency coverage and additional support coverage to complete the assignments and emergency requirements	8.0 et seq.	10
<u>Compliance with RFP:</u> Proposal clearly demonstrates that the Proposer meets or exceeds the RFP requirements, particularly the requirements set forth in Exhibit D, Work to Be Performed, of the Standard Agreement	8.0 et seq.	10
Completed and signed Non-Disclosure Agreement	6.0 et seq.	3
Acceptance of Terms and Conditions	8.0 et seq.; Acceptance of the Terms and Conditions referenced in the Judicial Council's Standard Agreement.	5

11.0 INTERVIEWS (OPTIONAL)

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 interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held 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.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE's right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 **[REVISED] - DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

Bidders may receive a DVBE incentive if, in the Court's sole determination, Bidder has met all applicable requirements. If Proposer receives the DVBE incentive, **the total bid price will be adjusted by 3% if using "lowest responsible bidder" methodology in scoring. Or three (3) points will be added to the total bid score if using "best value bid" or "highest scoring bid" methodology in scoring.** This reduction is for evaluation purposes only and will not affect the contract amount.

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

Bidders seeking the DVBE incentive must complete the Bidder Declaration and DVBE Declaration (Attachment 13) with all materials specified.

Bidder Declaration – Each Bidder seeking the DVBE incentive must complete the Bidder Declaration, **Attachment 12**. Only one (1) Bidder Declaration should be submitted for each Bid.

DVBE Declaration – Each DVBE business that will provide goods and/or services in connection with the contract must submit a DVBE Declaration, **Attachment 13** with the bid. This includes subcontractors. 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 Court 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 an DVBE subcontractor(s) identified in its Bid unless the Court 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.

14.0 **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 – Contracts
ATTN: Contracts Manager or Protest Hearing Officer
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102