

RFP Title: *DAILY PICK-UP AND DELIVERY OF MAIL*
RFP Number: *RFP-BAP23-160RB*

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

DAILY PICK-UP AND DELIVERY OF MAIL

RFP-BAP23-160RB

PROPOSALS DUE:

November 21, 2023, NO LATER THAN 1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California (Judicial Council or JCC), chaired by the Chief Justice of California, is the policy-making entity of the California judicial branch. The California Constitution directs the JCC 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 JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
- 1.2 The Judicial Council seeks the services of a person or entity with expertise in Mail Pick up. The Contractor chosen will be expected to provide services with the utmost integrity, confidentiality and responsiveness. Services will be provided on a daily basis, with the exception of Judicial Branch holidays. Judicial Council of California (“Judicial Council”) is located at 2850 Gateway Oaks Dr., Suite 300, Sacramento, CA 95833 and deliver to the USPS Bulk Mail facility located at 3775 Industrial Blvd, West Sacramento, CA.
- 1.3 This contract service period is for one year with three additional one-year options to renew.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Judicial Council seeks the services of a person or entity with expertise in:
 - a. Mail pick-up 1 to 20 sleeved trays (1’ & 2’ trays) of bulk mail from Judicial Council located at 2850 Gateway Oaks Dr., Suite 300, Sacramento, CA 95833 and then deliver to the USPS Bulk Mail facility located at 3775 Industrial Blvd, West Sacramento, CA. Contractor will wait for postal acceptance and obtain Mailing Transaction Receipt for same day return to Judicial Council at 2850 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833 every day, excluding weekends and Judicial Council holidays see below.
 - b. In addition, pick up 1 to 2 tubs of first-class mail from Judicial Council at 2850 Gateway Oaks Dr., Suite 300, Sacramento, CA 95833 and deliver to the main customer mail counter USPS facility located at 3775 Industrial Blvd, West Sacramento, CA.
 - c. Pick up contents of Judicial Council mail at the same USPS facility listed above and deliver to Judicial Council at 2850 Gateway Oaks, Suite 300, Sacramento, CA 95833 on the same day.
 - d. Contractor will provide to the Project Manager, proof of service delivery to postal sort facility when requested. Mail cannot be deposited in mailbox at post office, but USPS must take possession of mail directly.
 - e. Contractor will charge a flat monthly fee for service provided.

- f. Contractor will bill Judicial Council monthly, in arrears.
- g. Judicial Branch Holidays include New Year’s Day, Martin Luther King, Jr., Day, Lincoln’s Birthday, Washington’s Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

2.2 Timeframe for Services / Term of Awarded Agreement:

- a. The Judicial Council anticipates the initial term of the subsequently awarded agreement(s) will be for one year beginning **January 1, 2024**, and ending **December 31, 2024** (“**Initial Term**”), with the Judicial Council holding options to extend the agreement(s) for up to three (3) consecutive one-year terms (“**Option Terms**”) defined as follows:

January 1, 2024, to December 31, 2024 – “Initial Term”
 January 1, 2025, to December 31, 2025 – “First Option Term”
 January 1, 2026, to December 31, 2026 – “Second Option Term”
 January 1, 2027, to December 31, 2027 – “Third Option Term”

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

3.0 TIMELINE FOR THIS RFP

The 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	<i>Nov 6, 2023</i>
Deadline for questions	<i>Nov 8, 2023</i>
Questions and answers posted (<i>estimate only</i>)	<i>Nov 9, 2023</i>
Latest date and time proposal may be submitted	<i>Nov 21, 2023, 1PM Pacific</i>
Evaluation of proposals (<i>estimate only</i>)	<i>Nov 22 to Dec 4, 2023</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>Dec 5, 2023</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>Dec 6 to Dec 29, 2023</i>

EVENT	DATE
Contract start date <i>(estimate only)</i>	<i>January 1, 2024</i>
Contract end date <i>(estimate only)</i>	<i>December 31, 2024</i>

4.0 RFP ATTACHMENTS-The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Standard Agreement	If selected, the entity submitting a proposal (the “Proposer”) must sign this Judicial Council Standard Form agreement containing these terms and conditions (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. Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6A and 6B: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: DVBE-Bidder-Declaration-with-instructions	The Proposer may complete this Bidder Declaration
Attachment 8: DVBE-Declaration-with-instructions	The Proposer may complete this DVBE Declaration

5.0 PAYMENT INFORMATION

- Vendor will charge a flat, monthly fee for service provided.
- No fuel surcharges or any other surcharges shall apply.

- Contractor will bill Judicial Council monthly, in arrears.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 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.
- 6.2 The Proposer must submit its proposal in two parts, the non-cost proposal and the cost proposal.
- a. **Part 1 – Non-Cost Proposal** - The Proposer must submit via email their Non-Cost Proposal as a separate attachment from the Cost Proposal to the **Solicitations Mailbox** at solicitations@jud.ca.gov. The Non-Cost Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.
- b. **Part 2 – Cost Proposal.** The Proposer must submit via email their Cost Proposal as a separate attachment from the Non-Cost Proposal to the **Solicitations Mailbox** at solicitations@jud.ca.gov. The Proposer must indicate on the Subject line of the submission email the RFP title and number and indicate the RFP number and title on the Proposal attachments. Pricing should include all requirements identified in Section 2.
- 6.3 Submission acceptance for the Proposal will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time or the proposal will not be accepted.
- 6.4 Only written proposals via email through the Solicitations Mailbox will be accepted. Proposals may not be transmitted by fax.

7.0 PROPOSAL CONTENTS

- 7.1 Non-Cost Proposal. The following information must be included in the non-cost proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
- c. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
- d. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.
- e. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. The Proposer must include in its proposal a completed and signed copies of Attachment 6A & 6B (as applicable), Payee Data Record Form(s).
 - iv. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct

intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

- v. The Proposer must submit with the proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (b) a certificate of registration issued under Revenue and Taxation Code section 6226.
- vi. Proof of financial solvency or stability (e.g., balance sheets and income statements).

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

- a. The Proposers shall submit a firm fixed price rates sheet with detailed line-item budget showing total cost of providing the services set forth in this RFP. Fully explain and justify all budget line items in a narrative entitled "Budget Justification". Complete cost proposal will include proposed rates for the initial contract term and all three option terms.
- b. The Proposer's firm fixed rates for providing these services, shall be inclusive of all costs including, but not limited to personnel, travel, and overhead rates.
- c. **NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

8.0 OFFER PERIOD

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

9.0 EVALUATION OF PROPOSALS

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

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

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

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	50
Experience on similar assignments/Professional References	22
Acceptance of the Terms and Conditions	15
Ability to meet timing requirements	10
("DVBE") Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers.	3

10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

11.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 10.0 above.

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

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

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

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

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

FRAUDULENT MISREPRESENTATION 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 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 emailed to solicitations@jud.ca.gov and addressed to:

Judicial Council of California
Branch Accounting and Procurement
Attn: Protest Hearing Officer
RFP-BAP23-160RB
455 Golden Gate Avenue, Sixth Floor
San Francisco, CA 94102-3688

In order to be considered valid, all such protests must be submitted by email to the email address established for the submission of questions in this RFP document.

END OF RFP