

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA***

REGARDING:

Moving Services RFP No. 2011-07

PROPOSALS DUE:

Monday, April 9 NO LATER THAN 3:00 P.M. PACIFIC DAYLIGHT TIME

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Santa Barbara (Court) is in the final stages of completion of a new two story building on the Santa Maria Courthouse Campus. Court staff has been operating in a temporary modular structure and in off-site offices during the construction of the new clerk's building. Moving services are required to move the contents of the modular structure and offices to the new facility.

2.0 SCOPE OF WORK - DESCRIPTION OF SERVICES AND DELIVERABLES

Court is in need of services of a contractor (Contractor) to relocate adjacent and off-site building contents; dismantle and re-install various workstations and mobile track file systems; move computer, printer, facsimile, and phone equipment; detach book shelves from walls and re-attach at new and existing locations, installing in a seismically secure manner. Relocating of files and book shelf contents should be accomplished by use of "gondolas," library/book carts or like devices to allow access to files or other contents; this process will require boxing and/or placement of files or other contents on shelves. Court will provide the boxes for the move and the disconnecting and connecting of computer, printer, facsimile, and phone equipment. Contractor will not be responsible for moving of copier equipment and is specifically prohibited from moving any and all copier equipment.

Contractor shall be responsible for the furniture, boxed items, electronic equipment, and all other items when they are released by Court to Contractor for moving under the contract.

Movement of files and exhibits will only occur under the specific direction and observation of Court-assigned staff.

All electronic and specialty equipment shall be moved in an upright position, unless otherwise specified by Court. All computer equipment shall be transported in a manner that provides protection from damage, moisture, dust and shock related movement.

Contractor shall protect all items from inclement weather.

Contractor is responsible for determining the quantities and types of equipment required to complete Contractor's work. Contractor is also responsible for providing the appropriate number of library/book carts or "gondolas" to accomplish this project. Contractor shall furnish all labor, equipment, vehicles and other items necessary to accomplish the move.

2.1 An explanation of the desired approach

- a. **MOVING ELECTRONIC EQUIPMENT.** Contractor will make the following preparations for the move of personal computers, computer terminals, printers, scanners, fax machines, and any other miscellaneous peripheral devices or propose an alternate method and seek Court approval for each move:
 - i. Court will disconnect all cords, wires, etc., from device and wall outlets and leave them adjacent to the computer. Contractor shall pack all cords,

- wires, mouse, etc., in the same box with the same central processing unit (CPU). Label box with location number and name of employee.
- ii. Each monitor shall be packed in a separate box protected from damage. The CPU, all associated cables, accessories, keyboard etc., may be packed in the same box along with the employee's phone. Label box(es) with location number. Contractor shall use their professional judgment in providing appropriate packaging.
- b. MOVE CONSULTATION MEETINGS
 - i. During the move process Contractor will be required to attend meetings with the department(s) being moved to answer questions. Court will make every effort to keep these meetings infrequent and less than an hour in duration. The infrequent move consultation meetings are considered part of Contractor's overhead costs and not separately billable under this Contract.
- c. BUILDING WALK-THROUGH AND BUILDING PROTECTION
 - i. Contractor shall, upon request from Court, conduct, coordinate, and document a pre-move walk through with Court to verify pre-existing conditions in and damages to the building at no additional cost to Court.
 - ii. Contractor shall protect all surfaces (walls, floors, elevators, windows, etc) from damage by providing adequate building protection as approved by Court at no additional cost. Contractor shall notify Court in writing of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move and receive verification from the move coordinator or designee. Once the move is completed Contractor and Court shall inspect for any damage caused by the move. Any damage caused by Contractor shall be repaired or replaced at Contractor's expense and within a reasonable period of time.
 - iii. Contractor shall assist Court in developing packing, tagging, and numbering procedures and in the coordination for delivery of boxes, packing and tagging at no additional cost to Court.
- d. SUPERVISION AND STAFFING
 - i. Contractor shall furnish trained and experienced labor and supervision.
 - ii. Contractor shall provide on-site supervision for duration of the move and remain on-site during the move to accomplish all scheduled activities in a professional manner. Due to the critical nature and timeliness of each move, the supervisor shall be conversant in English and have excellent communication skills. If there are Contract performance problems, a supervisor must be available to meet on site as often as needed to resolve the problem.
 - iii. Contractor supervisory personnel shall be responsible for ensuring relocated items are placed in the new location(s) in accordance with provided floor plans and other documentation (i.e. labels and identifier tags, etc.)
 - iv. The Contractor shall provide a list, which includes the full names of all employees that will be assigned to the move. Court reserves the right to

limit/reject participation by any Contractor personnel that is determined not to be in the best interest of the Court.

- v. All employees of the Contractor shall be uniformed or required to wear an identification badge at all times when move activity is underway.

e. SETTLEMENT OF DAMAGE CLAIMS

- i. All claims by Court for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement cost.
- ii. If during a move under this Contract the contents of any carton/packaging/gondola become dislodged, disordered or disassociated from its original carton/packaging, Contractor shall reimburse Court at an hourly rate of \$25.00 per hour plus materials to reorganize and repack, if required, the original contents.
- iii. Court may hold payment for the individual moving service in abeyance until all such claims are resolved against the move.

f. COURT RESPONSIBILITIES

- i. Court shall be responsible for packaging and boxing all of the contents of desks, cabinets, lateral files which may have to be emptied for the move, except where specifically requested otherwise.

g. POINT OF ORIGIN AND DESTINATION MATRIX

From	To
Bldg E Modular - Administration	New Building – 2 nd floor
Annex Ste 209 - Research	New Building – 1 st and 2 nd floor
Annex Ste 208 - Mediation	New Building – 2 nd floor
Bldg G – Basement B10 (2 staff members)	New Building – 1 st and 2 nd floor
Bldg E Modular - Clerk's Office	New Building – 1 st and 2 nd floor
Bldg C Clerk's office	New Building – 1 st and 2 nd floor
Bldg C Break room - furnishing	Bldg E Clerk's office & New Building
Bldg C Clerk's office - modular furniture	Bldg C Break room
Bldg. G 1 st floor reception (supervisor)	Building E
Bldg C Clerk's office - furniture (supervisor office)	Bldg G – 1 st floor reception area (supervisor)
Bldg G – 2 nd floor Interpreters	Bldg C Break room
Bldg G – Basement B10 (remaining staff member)	Bldg G – 2 nd floor
Bldg G – Basement B10 (remaining items)	Bldg E Clerk's office
Bldg C Clerk's office modular furniture	Bldg G – Basement B10
Bldg G – 1 st floor Reporters	Bldg G – Basement B10
Annex Ste 105 – Collections Furniture	Bldg E Clerk's office
Bldg E Modular – accounting furniture	Annex 105 - Collections
Bldg. G basement – designated filing system shelving	Building E
Bldg C Clerk's Office – filing system	Bldg G – Basement (reorganize existing records layout and integrate into that design)
Bldg E Modular – shelving and filing systems	Bldg G – Basement (reorganize existing records layout and integrate into that design)

h. List of stairs, ramps, or elevators for each location.

Name	Address	Access
Bldg E Modular – 1 floor	312 E. Cook Street	Ramps
Bldg C Break room – 1 st floor	312 E. Cook Street	Ground Floor
Bldg C Clerk’s Office – 1 st floor	312 E. Cook Street	Ground Floor
Bldg G – 2 floors and basement	312 E. Cook Street	Elevator or Stairs
Annex Ste 208 - Mediation - 2 nd floor	201 S. Miller, Ste 208	Ramps 7’ height limit in parking structure
Annex Ste 209 – Research - 2 nd floor	201 S. Miller, Ste 209	Ramps 7’ height limit in parking structure
Annex Ste 105 – Collections 1 st floor	201 S. Miller, Ste 105	Ground Floor 7’ height limit in parking structure
New Bldg – 2 floors	312 E. Cook Street	Elevator or Stairs

2.3 Performance timelines

Court anticipates commencing work beginning Monday, April 23, 2012. The work is to be completed during normal business hours Monday through Friday, 8am to 5pm, or at a mutually agreed upon time. Because Court is moving into a facility currently under construction, it is possible that the date of commencement of this work may change and Court would arrange for a new start date with Contractor.

In the event that inclement weather prohibits move activities, Contractor shall resume moving activities as soon as possible. Contractor shall include in their bid response a description of the specific weather conditions which will prevent them from conducting move activities.

2.4 Court Assistance

Representatives of Court will supervise Contractor, which shall include monitoring Contractor’s performance to ensure compliance with the terms of the contract. Court will provide the boxes for the move and the disconnecting and connecting of computer, printer, facsimile, and phone equipment. Court will provide floor plans for the buildings showing the numbering/name scheme to allow Contractor to deliver contents to appropriate locations.

2.5 List of items to be moved

Contractor shall be responsible for relocating equipment, furniture, and contents as specified on the site-walk. Materials to be relocated include, but are not limited to:

- a) Free standing furniture, seating, systems furniture, file cabinets, safes, storage cabinets, file shelving
- b) Office equipment
- c) Computer equipment
- d) Telephone equipment
- e) Production equipment including photographic, reprographic, readers/reader printers, mailing and printing equipment, etc.
- f) High-density file systems
- g) Office and work area/storage area contents
- h) Records center, archival holdings, exhibits

Contractor will not be responsible for moving of copier equipment and is specifically prohibited from moving any and all copier equipment.

2.6 List of items needed for move (moving labels, vehicles, gondolas etc..)

Contractor shall furnish all labor, materials, equipment, vehicles and other items necessary to accomplish the services herein described. Court will provide bankers boxes. Any other box specifically required for a particular item or purpose shall be provided by contractor.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	Thursday, March 22, 2012
Deadline to RSVP for Pre-Proposal Conference RSVP by email to sbsolicitations@sbcourts.org	Thursday, March 29, 2012 by 5:00 p.m. Pacific Daylight Time
Pre-proposal Conference	Tuesday, April 3, 2012 at 9:00 a.m. Pacific Daylight Time
Deadline for questions Submit questions to sbsolicitations@sbcourts.org	Wednesday, April 4, 2012 by 5:00 p.m. Pacific Daylight Time
Questions and answers posted	Thursday, April 5, 2012 by 5:00 p.m. Pacific Daylight Time
Latest date and time proposal may be submitted	Monday, April 9 by 3:00 p.m. Pacific Daylight Time
Evaluation of proposals (<i>estimate only</i>)	Tuesday, April 10, 2012
Notice of Intent to Award (<i>estimate only</i>)	Wednesday, April 12, 2012
Negotiations / execution of contract (<i>estimate only</i>)	Thursday, April 13, 2012
Contract start date (<i>estimate only</i>)	Monday, April 23, 2012

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. http://www.sbcourts.org/purchasing/TermsConditions/NonITCourtAdminRules.pdf
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”). http://www.sbcourts.org/purchasing/TermsConditions/NonITTermsConds.pdf
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. http://www.sbcourts.org/purchasing/TermsConditions/NonITAcceptance.pdf Note: A material exception to the Terms and Conditions may render a proposal non-responsive.
Attachment 4: Darfur Contracting Act Certification	If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. http://www.sbcourts.org/purchasing/TermsConditions/NonITDarfurAct.pdf
Attachment 5: References	On this form, the Proposer must provide the names, addresses and telephone numbers for a minimum of three (3) customers for whom you Proposer has provided similar products and services within the last 18 months. http://www.sbcourts.org/purchasing/TermsConditions/NonITReferences.pdf

5.0 PRE-PROPOSAL CONFERENCE

- 5.1 The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held at the Court's offices at 312 East Cook Street, in the Jury Assembly Room Building F, Santa Maria, CA 93454.
- 5.2 Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

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 technical proposal and the cost proposal.
 - a. The Proposer must submit **one (1) original and six (6) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and six (6) copies** 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 Court 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.
- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Attn: Ms. Ammon M. Hoenigman
Finance Department
Superior Court of Santa Barbara County
1100 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
- 6.4 Late proposals will not be accepted.

- 6.5 Only written proposals will be accepted. Proposals must be sent by courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

Contractor shall possess expertise in the orderly relocation of office facilities, including, but not limited to free standing and systems furniture, specialty equipment, data centers, PC and peripheral electronic equipment, telephones, office equipment, high-density file system, file and storage cabinets, office and storage contents, safes, shelving, and records.

7.1 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. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted services similar in size, scope, and complexity.
 - i. Proposer shall include a description of the project size (number of locations moved, total square feet), duration of the project (project start and completion date), special requirements or logistics requirements (libraries, warehouses, security, etc.) and contract value.
 - ii. Proposer shall be required to demonstrate past experience in the efficient completion of moves similar in scope, size and complexity, the disassembly and reassembly of system furniture and the movement of large quantities of files and file shelving.
 - iii. The Court may check references listed by Proposer.
- d. Proposed method to complete the work.
 - i. Provide a list of key staff to be assigned to this project.
 - ii. Provide a description and estimated timeline of the move from start to finish. (*Move Plan example*)
 - Estimated start and end times at each location
 - Number of staff at each location
 - Number of staff assigned to whole project
 - Equipment, vehicles, and supplies provided by Contractor
 - Pre-move meetings and walk-through
 - Day(s) of move coordination
 - Post-Move inspection

- e. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change.
 - ii. If exceptions are identified, the Proposer 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.
 - iii. **Note:** A material exception to the Terms and Conditions may render a proposal non-responsive.

- g. Certifications, Attachments, and other requirements.
 - i. Proposer must include the following certification in its proposal:

Proposer 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. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its proposal.
 - iii. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.
 - iv. Copies of current business licenses, professional certifications, or other credentials.
 - v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
 - vi. A Certificate of Insurance as outlined in the Standard Terms and Conditions must be on file with the Court prior to the start of any work resulting from this RFP.

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

- i. A detailed line item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

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 Court 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 Court 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.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted</i>	20
<i>Experience on similar assignments</i>	15
<i>Cost</i>	30
<i>Acceptance of the Terms and Conditions</i>	15
<i>Ability to meet timing requirements to complete the project</i>	20

10.0 INTERVIEWS

The Court 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 Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court 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 (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court'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 Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

13.0 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). 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 Court to receive a solicitation specifications protest is Monday, April 2, 2012. Protests should be sent to:

Gary M. Blair, Superior Court Executive Officer
Superior Court of Santa Barbara County
P.O. Box 21107
Santa Barbara, CA 93121-1107