

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA, COUNTY OF
ALAMEDA***

REGARDING:

*Ergonomic Assessment and Consultation Services
SC 1701.2024.3.CF*

PROPOSALS DUE:

November 21, 2024 NO LATER THAN 2:00 P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	Non-IT – Superior Court of California, County of Alameda – Ergonomic Assessment and Consultation Services
RFP Number:	SC 1701.2024.3.CF
RFP Issue Date:	October 17, 2024
RFP Issuing Office:	Human Resources
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1701.2024.3.CF 1225 Fallon Street, Room 210 Oakland, CA 94612
e-mail:	bidquestions@alameda.courts.ca.gov
Proposals are to be sent to:	bidquestions@alameda.courts.ca.gov
Timeline for this RFP	
Pre-Proposal Conference:	October 23, 2024 at 10:30 A.M. Pacific Time https://alameda-courts-ca-gov.zoomgov.com/j/1609586900?pwd=rnKlphLIckakjN0A5aoe7FxNidLtS9.1
Deadline for Questions:	October 29, 2024
Questions and Answers Posted (estimate only):	November 5, 2024
Proposal Due (Closing) Date and Time:	November 21, 2024 no later than 2:00 P.M. Pacific Time
Interview and Demonstration Dates (estimate only):	December 11 – 12, 2024
Evaluation of Proposals (estimate only):	November 22, 2024 – January 7, 2025
Notice of Intent to Award (estimate only):	January 8, 2025
Negotiations and Execution of Contract (estimate only):	January 9 – January 31, 2025
Contract Duration:	February 1, 2025 through January 31, 2026 with four 1-year options to extend through January 31, 2030
RFP Attachments	

Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Terms and Conditions	On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions	<p>On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form.</p> <p>If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.</p> <p>Note: A material exception may render a proposal non-responsive.</p>
Attachment 4: General Certifications Form	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 6: Unruh and FEHA Certification	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. <i>Only for solicitations of \$100,000 or more</i>
Attachment 7: Bidder Declaration	The Prospective Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 8: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Prospective Bidder is

	itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 9: Darfur Contracting Act Certification	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 10: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 11: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 12: Technical Proposal	Prospective Bidder must submit their proposal using the Technical Proposal attachment.
Attachment 13: Cost Proposal	Prospective Bidder must propose the cost using the Cost Proposal attachment.
Attachment 14: Check List	RFP Checklist.

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1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda, hereinafter “Court”, is one of 58 superior courts in the State of California. The Court operates nine courthouses within the County of Alameda: Rene C. Davidson Courthouse, Administration Building, Wiley W. Manuel Courthouse, Juvenile Justice Center, Hayward Hall of Justice, George E. McDonald Hall of Justice, Berkeley Courthouse, Fremont Hall of Justice and East County Hall of Justice. The Court requires the need for an ergonomic program which benefits the employees of the Court.
- 1.2 The Court is seeking a Contractor’s services to assist in mitigating the Court’s risk at preventing or minimizing employee injury claims due to their work situation. The geographic locations for the evaluations will cover eight courthouses listed above. Services are estimated to be performed by the Contractor between February 1, 2025 and January 31, 2026, with possible options to renew for up to four (4) consecutive one-year option terms. The Court will have sole discretion to exercise any such option.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in preventative and post injury ergonomic worksite evaluations and modifications to reduce the frequency and severity of occupation injuries and maintain compliance with the State Ergonomic Injury Program Mandate. The Court seeks the services of a contractor who can also provide installation services upon completion of ergonomic evaluations.

- 2.1 The selected Contractor will administer and provide oversight to the Courts ergonomic programs. The Contractor will manage the Court’s comprehensive ergonomic injury prevention program. The ergonomic program should focus on ergonomic worksite evaluations and modifications to reduce the frequency and severity of occupation injuries and maintain compliance with the State Ergonomic Injury Program Mandate. The Contractor must perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work, and pursuant to governing rules and regulations of the industry. Contractor should offer online self-evaluation and online training for preventative best practices in addition to in-person evaluations completed by a certified ergonomist.
- 2.2 Scheduling Requirements: Court staff should have the ability to request an ergonomic evaluation through an online web portal. The web portal should send notifications to the Court project manager when a request is submitted. If an in-person evaluation is needed Contractor will coordinate evaluation appointments. If there are multiple evaluations needed in the same facility, Contractor will make best efforts to schedule the appointments back-to-back. For each evaluation, the Contractor must perform the following scheduling activities:

- A. The Contractor must be available to perform evaluations within 3 to 5 business days from the date of the evaluation request sent by the Court.
 - B. The Contractor must complete its written ergonomic report and provide it to the Court within 3 to 5 business days of completing the evaluation.
 - C. The Contractor must be available to perform evaluations within 1 business day from the date of the evaluation request sent by the Court for urgent requests.
- 2.3 Evaluation and Reporting Requirements: The Contractor must perform the following on-site evaluations and reporting activities:
- A. Perform evaluations taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstations, and other criteria on the following services.
 - B. Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and possible behavior modifications to prevent and/or reduce further injury or reduce pain or discomfort.
 - C. Written reports must be provided electronically in a .doc or .pdf format. The written reports must include:
 - i. Work Authorization Number (a unique identification number assigned by the service provider to the Court Project Manager when scheduling the evaluation)
 - ii. Date of evaluation
 - iii. Name of the individual being evaluated
 - iv. Building address and workstation location
 - v. Description of current workstation configuration
 - vi. Information regarding the observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels
 - vii. Findings and recommendations, including the most cost-effective product recommendations and/or specifications, adjustments, and suggestions for improving workstation efficiency and safety, and work habit corrections.
 - viii. Photographs of workstation, before and, if applicable, after workstation modifications
 - ix. All reports must be signed and dated by the evaluator

- 2.4 Contractor Personnel: The Contractor shall assign to this project only personnel who have sufficient training, education and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of the Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.
- A. The Contractor shall minimize turnover of personnel that is assigned to this project. Any additional personnel are subject to the approval by the Court.
- i. The Court should be notified if the evaluator or other identified personnel, who regularly conduct business within the Court on evaluations changes. An introduction should be held with the new personnel that will be conducting business within the Court prior to them contacting staff and/or performing any related business.
- ii. Contractor shall cooperation with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of any person who refused to undergo a background check and the results of any background check requested by the Court performed by the Contractor.
- 2.5 Description of Goods: The Court may purchase ergonomic items that are recommended by evaluators through the selected Contractor. The Contractor shall work with the assigned vendors to provide the Court the products, goods, materials and supplies free and clear of all liens, claims, and encumbrances.
- A. The Court's inventory must be used prior to purchasing new items. The selected contractor must contact the Court prior to purchasing new items to confirm inventory has been used.
- B. Contractor should provide a recommended list of ergonomic equipment for staff to select from upon evaluation determination.
- C. All goods purchased through the selected Contractor must be priced based on current fair market value. The selected Contractor should exercise procuring items at the lowest fair and reasonable market price available. The Court may at it's sole discretion procure the items through a third party vendor if lower pricing is available.
- D. All goods purchased through the selected Contractor must be shipped and received in working order free from material defects. Should items be lost during shipment, the Contractor will replace items without further charge to the Court.

E. The Court will inspect goods upon receipt to ensure they are in good working order and free from material defect. Should the Court find any defects, the Court will notify Contractor within 5 business days of receipt to obtain a replacement. In the event the item is not installed immediately, the Court will notify Contractor upon installation should it be determined there are defects. The Court will notify Contractor upon notification of defect within 5 business days of notification from Court employee. Contractor must agree to replace items that are defective.

F. Product warranties must be made and available within one year of receipt of all items. The exception to this would be for ergonomic seating that is provided. The warranty on chairs ranges from one to five years. Contract must warrant that should a chair become defective during the warranty period, the Contractor will work with the vendor to obtain a replacement.

2.6 If selected, Contractor will provide services for the following nine (9) court locations:

Courthouse Name	Address
Administration Building	1221 Oak Street, 3 rd & 4 th Floors Oakland, CA 94612
Berkeley Courthouse	2120 Martin Luther King, Jr. Way Berkeley, CA 94704
East County Hall of Justice	5151 Gleason Drive Dublin, CA 94568
Fremont Hall of Justice	39439 Paseo Padre Parkway Fremont, CA 94538
George E. McDonald Hall of Justice	2233 Shore Line Drive Alameda, CA 94501
Hayward Hall of Justice	24405 Amador Street Hayward, CA 94544
Juvenile Justice Center	2500 Fairmont Drive, Suite C3013 San Leandro, CA 94578
Rene C. Davidson Courthouse	1225 Fallon Street Oakland, CA 94612
Wiley W. Manuel Courthouse	661 Washington Street Oakland, CA 94607

3.0 PAYMENT INFORMATION

3.1 The Court will process invoices within forty-five (45) days of receipt and approval by the Court's Project Manager. All invoices must reference the Contractor's purchase order number which will be provided by the Court.

- 3.2 Invoices must be submitted to the Court's Accounts Payable department at accountspayable@alameda.courts.ca.gov, with a copy to the Project Manager's email.
- 3.3 The purchase of goods and any subcontracted services should be included in invoices from the Contractor. Payment will be made only to the awarded Contractor.
- 3.4 Any requests made outside of the contract scope of work will be considered a separate purchase order outside of the contract purchase order and will be processed on a separate purchase order.
- 3.5 Contractor must provide written notice to the Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.
- 3.6 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 3.7 Invoices must include the backup documentation for each evaluation performed.
- 3.8 Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of tasks as provided for in the agreement between the Court and the selected Service Provider.

4.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held online over Zoom.

Attendance at the pre-proposal conference is optional. Prospective Bidders are strongly encouraged to attend.

5.0 SUBMISSION OF PROPOSALS

- 5.1 The Court may conduct interviews with Prospective Bidders 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 interview may also require a demonstration of equivalence if a brand name is included in

the specifications. The interviews may be conducted via Zoom or by phone. The Court will notify eligible Prospective Bidders regarding interview arrangements.

- 5.2 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.
- 5.3 The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion by the date and time listed on the coversheet of this RFP.
 - A. The proposals must be emailed to bidquestions@alameda.courts.ca.gov. The subject line of the email must include the RFP title and number.
 - B. The proposal must be signed by an authorized representative of the Prospective Bidder.
- 5.4 Late proposals will not be accepted.

6.0 QUESTIONS

- 6.1 Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Form, provided in Attachment 10. Requests shall be submitted via email to bidquestions@alameda.courts.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 Court shall be made only through the email address.
- 6.2 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Form.

7.0 PROPOSAL CONTENTS

- 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. Completed Attachment 12 Technical Proposal
 - B. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder 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 Prospective Bidder 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.

C. Certifications, Attachments, and other requirements.

- i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. 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.
- iii. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- iv. The Prospective Bidder must complete the Payee Data Record (Attachment 5) and submit with its bid.
- v. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6) and submit the completed certification with its bid.
- vi. The Prospective Bidder must complete the Darfur Certification (Attachment 9) and submit the completed certification with its bid.
- vii. The Prospective Bidder must complete the Reference Check Form (Attachment 11) and submit with its bid.

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

A. Completed Attachment 14 Cost Proposal.

B. Travel costs should be factored into the Cost Per Evaluation fee.

C. Any surcharges for goods purchased should be identified in the Cost Proposal.

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 Prospective Bidder'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.

9.1 Evaluation Committee. The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any Contractor.

9.2 Requests for Additional Information. The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor’s representative to answer questions throughout the evaluation process with regard to the Contractor’s proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

9.3 Evaluation Criteria. 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.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.alameda.courts.ca.gov/general-information/contract-opportunities>

CRITERION	MAXIMUM NUMBER OF POINTS
Technical Proposal Questionnaire	55
Cost	40
Acceptance of the Terms and Conditions	5
DBVE Incentive Qualification	5

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regard to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

10.0 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 Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder 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 Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder 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. **Prospective Bidders 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 an application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court’s sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder’s proposal. The number of points that will be added is specified in Section 9.3 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, Prospective Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Prospective bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder Declaration (**Attachment 7**). Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Prospective Bidder 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 Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required is Prospective 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 Prospective 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 Prospective Bidder not receiving the DVBE incentive.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be Required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal 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.

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 Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Protests will not be accepted.

RFP Title: Ergonomic Evaluator and Consultation Services
RFP Number: SC 1701.2024.3.CF

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Protest Hearing Officer
RFP SC 1701.2024.3.CF
1225 Fallon Street, Room 210
Oakland, CA 94612

The deadline to submit an Award Protest is five (5) business days after the Court posts the Intent to Award. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Award Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Protest Hearing Officer
RFP SC 1701.2024.3.CF
1225 Fallon Street, Room 210
Oakland, CA 94612