

REQUEST FOR PROPOSALS

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

REGARDING:

Digital Imaging, Data Entry, and Data Processing
Services

RFP SC 3221.2024.1.CF

PROPOSALS DUE:

APRIL 9, 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 – Digital Imaging, Data Entry, and Data Processing Services
RFP Number:	SC 3221.2024.1.CF
RFP Issue Date:	February 13, 2024
RFP Issuing Office:	Finance and Facilities Division
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 3221.2024.1.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	
Deadline for Questions:	March 4, 2024
Questions and Answers Posted (<i>estimate only</i>):	March 13, 2024
Proposal Due (Closing) Date and Time:	April 9, 2024 @ 2:00 PM Pacific Time
Interview and Demonstration Dates (<i>estimate only</i>):	April 15 - April 19, 2024
Evaluation of Proposals (<i>estimate only</i>):	April 10 – May 1, 2024
Notice of Intent to Award (<i>estimate only</i>):	May 2, 2024
Negotiations and Execution of Contract (<i>estimate only</i>):	May 3 – May 31, 2024
Contract Duration:	June 1, 2024 through May 31, 2025 with four 1-year options to extend through May 31, 2029
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: Darfur Contracting Act Certification	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	<p>The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.</p> <p><i>Only for solicitations of \$1,000,000 or more</i></p>
Attachment 8: Unruh and FEHA Certification	<p>The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.</p> <p><i>Only for solicitations of \$100,000 or more</i></p>
Attachment 9: 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 10: 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 11: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 12: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 13: Technical Proposal Template	Prospective Bidder must their proposal using the Technical Proposal Template.
Attachment 14: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 15: Check List	RFP Checklist.

TABLE OF CONTENTS

1.0	<u>Background Information</u>
2.0	<u>Description of Services and Deliverables</u>
3.0	<u>Payment Information</u>
4.0	<u>Questions</u>
5.0	<u>Submission of Proposals</u>
6.0	<u>Proposal Contents</u>
7.0	<u>Offer Period</u>
8.0	<u>Evaluation of Proposals</u>
9.0	<u>Confidential or Proprietary Information</u>
10.0	<u>Disabled Veterans Business Enterprise Incentive</u>
11.0	<u>Protests</u>

1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda, hereinafter “Court”, is seeking qualified vendors with expertise in digital imaging, data entry, and data processing for Court documents (Traffic Citations), including courier transfer to and from the Court.
- 1.2 The initial contract will be for a one (1) year period, starting June 1, 2024, and will be renewable at the option of the Court for up to four (4) additional one (1) year periods. Any contract awarded because of this Request for Proposal may be awarded whole, or in part, at the determination of the Court. The Court reserves the right to award multiple contractors with the intent to best meet the Court’s business needs.
- 1.3 In Fiscal Year 2022-2023, the Court had approximately 117,311 documents scanned and 110,306 traffic citations that needed to be entered for an expenditure of approximately \$230,971.00.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Court seeks the services of a person or entity with expertise in digital imaging, data entry, and data processing services for Court documents (Traffic Citations), including courier transfer of the source documents to and from the Court.

Contractor will provide pick-up and drop-off services daily on an average for about 390 documents (past 5-year history) at specified Court locations within Alameda County.

The current pick up is at the East County Hall of Justice
5151 Gleason Drive Dublin CA, 94568.

However, pick up could also be done at the following locations:

Wiley W. Manuel Courthouse: 661 Washington Street, Oakland CA, 94607
Fremont Hall of Justice: 39439 Paseo Padre Parkway, Fremont CA 94538

- a. Use a blind dual key data entry from image process to ensure a high rate of accuracy of the keystrokes entered. The images and metadata resulting from this process will be available to the Court, for use in their document management system by placing them on a secure FTP server in TIFF format.
- b. The data resulting from the data entry process shall be delivered per the Court’s specification for import into the Court’s Case Management System either the existing or a new Case Management System implementation in the future within the contract end date. The Court will also provide data format specifications for

delivery of SML data. Contractor shall complete development of the software required to meet these specifications within their operation.

- c. Contractor shall successfully test the delivery of image and data files with the Court prior to the delivery of production data to that Court. A detailed process flow for the paper and data transfer process between the Court and Contractor shall be developed and accepted by the Court prior to the delivery of the production data.
- d. All data prepared, written, created, or developed pursuant to the specifications of the Court shall become the property of the Court and the Contractor has no interest in or claim to any of the documents. Further, the Court owns all title, right, and interest in all documents transferred to the Contractor and all data prepared, written, created, or developed pursuant to the specifications in this contract including the right to reproduce or distribute said material.
- e. The Court will periodically provide Contractor revised 'control tables' (revised 6 months or when statute requirements change) containing information on valid charge codes, officer badge numbers, etc. These control tables are incorporated into the internal software developed by Contractor for data entry and verification. The Contractor shall load revised control table data into their internal software within 48 hours of receipt.
- f. All citations are returned to the Court at the end of the month.
- g. Citations with fingerprints are returned to the Court no more than 48 hours following processing by the Contractor.
- h. Turnaround time from Contractor pick up at the Court until availability of the data and image on the Contractor FTP site shall be no more than 48 hours.
- i. Contractor's services under this Agreement will be considered complete when the services are rendered, and final deliverable submitted and accepted by the Court.
- j. Contractor will provide a monthly log that includes all pertinent information/detail of the daily charges, citation numbers, defendant names, etc.
- k. Contractor agrees that any services provided under the terms of this Agreement shall not be performed outside of the United States.

3.0 PAYMENT INFORMATION

3.1 Invoicing

- a. Contractor shall submit invoices to the Court in arrears no more frequently than monthly.

- b. Contractor shall provide invoices with the level of detail and supporting documentation reasonably requested by the Court. The following information must be included on the invoice:
 - i. Contractor's name, address, and telephone number.
 - ii. Name, title, email address, telephone number, and physical address of representative to whom payments are to be sent, if different from the above.
 - iii. Name, title, email address, and telephone number of the person to contact in case of an incomplete or incorrect invoice.
 - iv. Description of goods and or services performed.
 - v. PO Number
- c. Invoices must be submitted to the Court's Accounts Payable Unit at accountspayable@alameda.courts.ca.gov, with a copy to the Project Manager's email.

3.2 Payments

- a. 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.
- b. Payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under the contract.
- c. 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.

3.3 Expenses

- a. The Court will not pay or reimburse the Contractor, or their employees, for travel, or any other related, expenses that are required as part of the Scope of Work.
- b. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes, or expenses of any nature which Contractor incurs.

3.4 Additional Services

- a. 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.

- b. 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.

4.0 QUESTIONS

- 4.1 Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question-and-Answer Form, provided in **Attachment 11**. 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.
- 4.2 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question-and-Answer Form.

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 PROPOSAL CONTENTS

- 6.1 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 Technical Proposal (**Attachment 13**)
 - b. The Prospective Bidder must provide a detailed response to each item in the technical proposal questionnaire. Any incomplete technical proposal lacking a detailed response to any of the items may be deemed non-responsive.
 - c. 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.
 - iii. **Note:** A material exception to a Minimum Term will render a proposal non-responsive.
 - d. 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. The Prospective Bidder must complete the Darfur Contracting Act Certification (**Attachment 5**) 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 Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

- v. The Prospective Bidder must complete the Payee Data Record Form (**Attachment 6**) and submit the completed form with its proposal.
 - vi. Financial Stability. The Court reserves the right to request Prospective Bidder's proof of financial stability. The Court may request this information at any time during the solicitation process.
 - vii. The Prospective Bidder must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.
 - viii. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 8**) and submit the completed certification with its proposal.
 - ix. The Prospective Bidder must complete the Reference Check Form (**Attachment 12**) and submit the completed form with its proposal.
- 6.2 **Cost Proposal:** The following information must be included in the cost proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. Completed Cost Proposal (Attachment 14).
 - b. A comprehensive pricing sheet for Special Services provided.

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.

7.0 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.

8.0 EVALUATION OF PROPOSALS

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

- 8.1 **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

employees (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any Contractor.

8.2 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.

8.3 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>

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Cost Proposal	40
Technical Proposal	50
Acceptance of Terms and Conditions	10
DVBE Incentive	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.

9.0 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.**

10.0 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 a 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 8.3 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 9**). 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 10**) 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 if 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.

11.0 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.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Eddie Sanchez
RFP SC 3221.2024.1.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: Eddie Sanchez
RFP SC 3221.2024.1.CF
1225 Fallon Street, Room 210
Oakland, CA 94612