# REQUEST FOR PROPOSALS

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

**REGARDING:**

*Painting Services*

*RFP SC 1806.2020.2*

**PROPOSALS DUE:**

May 21, 2020 NO LATER THAN 3:00 P.M. PACIFIC TIME

[AMENDED] May 29, 2020 no later than 3:00 p.m. Pacific Time

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## 1.0 Introduction

1.1 This Request for Proposals ("RFP") is the means for interested Painting Contractors, hereinafter "Contractor," to submit their Statements of Qualifications ("SOQ") and Fee Proposals (collectively, "Proposal(s)") to the Superior Court of California, County of Alameda ("Court") for the services described herein. The RFP and all related documents and addenda are available in electronic form at www.alameda.courts.ca.gov

1.2 The Court's Facilities Unit is responsible for providing quality facilities management. The unit ensures that the Court facilities are safe, secure, and operable in compliance with all applicable laws, codes, and regulations. The Facilities Unit coordinates judicial and staff moves, is responsible for asset and key management throughout the Court, and oversees the building access system.

1.3 The initial contract will be for a two (2) year period starting June 14, 2020, and will be renewable at the option of the Court for up to two (2) additional two (2) year periods.

## 2.0 Purpose of RFP

2.1 The Court seeks to retain the services of a qualified painting contractor to complete the Painting Project(s) described herein and in Contract Documents ("Project"). The Court is seeking Statements of Qualifications and Proposals from Contractors to provide painting services for the Project, subject to terms and conditions described in this RFP.

2.2 The Court intends to award the Project to one or more Contractors and issue a Notice to Proceed in a timely manner following the selection process indicated herein.

2.3 The Court intends to request services from the awarded Contractor on an as-needed basis. Services will be requested through the issuance of a Work Order (Attachment 14) by the Court.

## 3.0 Project Description and Site Information

3.1 The Project includes painting of walls and ceilings in various court buildings throughout Alameda County. The Project requires coordination with the Court to

ensure its continued operation throughout the Project as set forth in the Contract Documents.

i. The Project will be performed on an as-needed basis and will include the following scope of work:
- Move and protect furniture in the path of work as-needed.
- Protect flooring and other surfaces.
- Patch all drywall and/or plaster damage
- Paint Surfaces with Swiss Coffee Semi-Gloss paint. Note: color may vary depending on location.
- Provide final cleaning services.

3.2 Payment of Prevailing Wages.

i. The selected Contractor, and all subcontractors under the Contractor, must pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at https://www.dir.ca.gov/oprl/dprewagedetermination.htm the Contractor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.

ii. The selected Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to section 1725.5 at the time the contract is awarded."

iii. The selected Contractor shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), shall comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code Section 1725.5. The Contractor represents to the Court that all "subcontractors" (as defined by Labor Code Section 1722.1) are registered pursuant to Labor Code Section 1725.5. Each Contractor acknowledges that, for purposes of Labor Code Section 1725.5, this work is public work to which Labor Code Section 1771 applies.

iv. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Contractor shall post job site notices, as prescribed by regulation. The selected Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project.

v. Schedule of Work: To initiate performance for a Project the Court will issue a Work Order (Attachment 14). The form and format of the Work Order may vary. The Work Order will include, but is not limited to, a description of the Project, including the location and schedule. Court Projects will be requested on an as needed basis.

vi. Work Hours: Since the work will be taking place in an occupied court facility, the selected Contractor will be required to coordinate work in such a way as to not disrupt court operations. Certain work will be required to be completed after hours or on weekends. Standard business hours are Monday to Friday, 7:00am to 6:00pm. However, when work will adversely affect Court proceedings, Court will require that work be performed when Court is not in session. Work performed on weekends is expected to be completed between the hours of 7:00am and 6:00pm. The Project Manager will coordinate with the selected Contractor to establish the hours of work on a week to week basis. The Contractor's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Contractor will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.

vii. License Requirements: Interested Contractors must hold and maintain a valid **Class Code C-33 painting and decorating contractor** license from the

State of California. The Contractor's license must remain active and in good standing throughout the term of this Contract. The Contractor shall notify the Court in writing in the event the Contractor's license expires, is suspended, or has a change in signatory.

3.3 Examination of Contract Documents and Project Site:

i. Submission of Proposal by a Contractor signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of work to be performed for the Project included in the Proposal. Submission of a Proposal shall constitute a Contractor's express representation to the Court that the Contractor has fully completed the following:

a. Contractor has visited the Project site for which they are submitting a Proposal and has examined thoroughly and understood the nature and extent of the Contract Documents, the applicable work for the Project, the Project site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto;

b. Contractor has reviewed and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the Project and as built-conditions, underground facilities, and all other physical conditions at or contiguous to the applicable Project site or otherwise that may affect the cost, progress, performance, or furnishing of work for the applicable Project, as Contractor considers necessary for the performance or furnishing of work for the Project at the amount set forth in the Cost Proposal, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Contractor for such purposes;

c. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Contractor has given the Court prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among

the Contract Documents and actual conditions, and the written resolution thereof by the Court is acceptable to Contractor;

ii. Conditions Shown on the Contract Documents: Information regarding as-built conditions, or other conditions or obstructions, indicated in the Contract Documents (e.g. the plans and specifications for a Project), has been obtained with reasonable care, and has been recorded in good faith. However, the Contractor may only rely on the accuracy of limited types of information as follows:

a. As to the aboveground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Contractor is required to make such verification as a condition to bidding. In submitting its Proposal, Contractor shall rely on the results of its own independent investigation. In submitting its Proposal, Contractor shall not rely on Court supplied information regarding aboveground conditions or as-built conditions.

b. Contractor may examine any available "as-built" drawings of previous work by giving Court reasonable advance notice. Court will not be responsible for "as-built" drawings.

iii. Bonds: The successful Contractor for each project will be required to furnish a Performance Bond and a Payment Bond both in the amount equal to 100% of the value of the contract for the applicable project.

iv. Insurance: The successful Contractor for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Standard Terms and Conditions (Attachment 2), Section 3.1: Insurance, Basic coverage. Policy limits and insurance requirements are specified in the Agreement.

v. Background Checks. The successful Contractor will be required to comply with the Background Check provision set forth in Section 1.3 of the Standard Terms and Conditions (Attachment 2). All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person pursuant to the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Contractor will not receive additional compensation or reimbursement form the Court for any costs related to escorting. The Court will pay for the cost of the background check (e.g. Live Scan), however, the successful

Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

vi. Substitution of Specified Items:

a. Whenever in the Contract Documents any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name manufacturer, those references shall be deemed to be used for the purpose of facilitating the description of that material, process, or article desired, and shall be deemed to be followed by the words "or equal," except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion.

b. The Agreement sets forth the process of requesting substitutions of specified items.

vii. Warranty: In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in performance of this Contract for a period of "" from the date of Court's recordation of a Notice of Completion for the Project, and at the Court's sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Court, together with any of the work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Court is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Court for any costs incurred by the Court with respect to repairing or replacing the work.

## 4.0 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 *(estimate only)* | May 5, 2020 |
| Pre-proposal Site Visit *(estimate only)* – *Date subject to change depending on State and Local health directives.* | May 13, 2020 – Day 1 Site Visits<br><br>May 14, 2020 – Day 2 Site Visits<br><br>*[Amended]*<br>Makeup date: May 21, 2020 – Day 1 Site Visits<br><br>Makeup date: May 22, 2020 – Day 2 Site Visits |
| Deadline for questions *(estimate only)* | May 15, 2020<br>*[Amended to]* May 26, 2020 |
| Questions and answers posted | May 21, 2020<br>*[Amended to]* May 28, 2020 |
| Latest date and time proposal may be submitted | May 21, 2020 no later than 3:00 PM<br>*[Amended to]*<br>May 29, 2020 no later than 3:00 PM |
| Evaluation of proposals (*estimate only*) | May 25 –May 27, 2020<br>*[Amended to]*<br>June 1 – June 3, 2020 |
| Notice of Intent to Award (*estimate only*) | June 1, 2020<br>*[Amended to]* June 5, 2020 |
| Negotiations and execution of contract (*estimate only*) | June 2-June 12, 2020<br>*[Amended to]*<br>June 8 – June 18, 2020 |
| Contract start date (*estimate only*) | June 15, 2020<br>*[Amended to]* June 22, 2020 |
| Contract end date (*estimate only*) | Initial Term: June 14, 2020 – |

| EVENT | DATE |
|---|---|
| | June 13, 2022<br>*[Amended to]*<br>Initial Term: June 22, 2020 – June 21, 2022<br>First Option Term: June 14, 2022 – June 13, 2024<br>*[Amended to]*<br>First Option Term: June 22, 2022 – June 21, 2024<br>Second Option Term: June 14, 2024 – June 13, 2026<br>*[Amended to]*<br>Second Option Term: June 22, 2024 – June 21, 2026 |

4.1 Contractors assume all risk for ensuring receipt no later than the date and time specified in the Schedule of Events. The Court is not responsible for the failure of a Contractor's choice of delivery service/method. The Court will not open, and will return, any Proposal received after the date and time specified in the Schedule of Events.

4.2 Changes to Process for Submitting Proposals and Schedule of Events.
The RFP and Schedule of Events are subject to change. The Court does not send notifications of changes to this RFP or the Schedule of Events to prospective Contractors. The Court is not responsible for failure of any Contractor to receive notification of changes in a timely manner. Contractors are advised to visit the Court website (www.alameda.courts.ca.gov) frequently to check for changes and updates to the RFP and the Schedule of Events.

## 5.0 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: Court Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the "Proposer") must sign this Standard 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. |
| 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 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 | ***[Only for solicitations of $1,000,000 or more]*** The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 8: Unruh and FEHA Certification | ***[Only for solicitations of $100,000 or more]*** The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 9: Small Bidder Declaration Form | Separate Attachment found on the website where the RFP is posted. Complete this form only if Proposer will claim the small business preference associated with this solicitation. |
| Attachment 10: DVBE Declaration | Separate Attachment found on the website where the RFP is posted. Complete this form only if Proposer will claim DVBE incentive associated with this solicitation. |
| Attachment 11: Question and Answer Submission Form | Separate attachment found on the website where the RFP is posted. Form must be submitted when Prospective Bidder has a question regarding the RFP. Answers will be posted onto the Court's website |
| Attachment 12: Designated Subcontractor List Form | Separate Attachment found on the website where the RFP is posted. The Prospective Bidder provide a list of each subcontractor who will be employed, and the kind of work that each will perform using the attached form. |
| Attachment 13: Tool Control Policy | Separate Attachment found on the website where the RFP is posted. |
| Attachment 14: Sample Work Order Form | Separate Attachment found on the website where the RFP is posted. |

## 6.0 PAYMENT INFORMATION

6.1 An invoice for the Court shall be generated at the beginning of each month for services performed during the previous month. The Contractor shall submit one

original invoice for payment for services rendered under this Agreement for approval by the Court. Preference will be given to vendors able to send their invoice electronically via email to the Court.

6.2 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 Project.

6.3 Any requests outside of the Project will be considered a separate purchase order outside the Contract purchase order and will be processed on a separate purchase order.

6.4 The Contractor must provide written notice to Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.

6.5 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.

6.6 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 Bidders 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.

## 7.0 PRE-PROPOSAL SITE VISIT

7.1 Send Email of Intent to Attend the Pre-Proposal Site Visit:

a. Contractors that intend to attend the pre-proposal site visit must notify the Court by sending an email to btalmadge@alameda.courts.ca.gov with the RFP number and Contractor name in the subject line. Contractor's Intent to Attend the pre-proposal site visit should include the name, address, telephone, fax number, and email address and contact person for the Contractor.

b. **Pre-Proposal Site Visit: Attendance of the Pre-Proposal Site Visit is MANDATORY. The Court will reject a proposal from any Contractor who did not attend the Pre-Proposal Site Visit. Each Contractor must be certain to check in at the Pre-Proposal Site Visit, as the attendance list will be used to ascertain compliance with this requirement.**

**c. Pre-Proposal Site Visit Location(s):**

**Day 1:**

**a. Rene C. Davidson Courthouse**
**1225 Fallon St.**
**Oakland, CA 94612**

**b. Wiley W. Manuel Courthouse**
**661 Washington St.**
**Oakland, CA 94607**

**c. Administration Building**
**1221 Oak St.**
**Oakland, CA 94612**

**d. Berkeley Courthouse**
**2120 Martin Luther King Jr. Way**
**Berkeley, CA 94704**

**e. George E. McDonald Hall of Justice**
**2233 Shoreline Dr.**
**Alameda, CA 94501**

**Day 2:**

**f. Fremont Hall of Justice**
**39439 Paseo Padre Pkwy**
**Fremont, CA 94538**

**g. Hayward Hall of Justice**
**24405 Amador St.**
**Hayward, CA 94544**

**h. East County Hall of Justice**
**5151 Gleason Dr.**
**Dublin, CA 94568**

**i. Juvenile Justice Center**
**2500 Fairmont Dr. C3013**
**San Leandro, CA 94578**

## 8.0 SUBMISSIONS OF PROPOSALS

8.1 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.

8.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original one and (1) electronic version** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) can be submitted to the Court in a single sealed envelope, or the proposal may be emailed, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope, or in the title of the email.

b. The Proposer must submit **one (1) original and one (1) electronic version** 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, or the proposal may be emailed, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope, or in the title of the email.

c. The Proposer must submit an **electronic version** of the **entire** proposal on USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats. Please use the following naming conventions for electronic files:

Name of Company RFP SC 1806.2020.2

8.3 **Proposals must be received** by the date and time listed on the coversheet of this RFP to:

Superior Court of California, County of Alameda
Attention: Procurement, RFP SC 1806.2020.2
1225 Fallon Street, Room 210
Oakland, CA 94612

Or email Proposal to: bidquestions@alameda.courts.ca.gov

8.4 Late proposals will not be accepted. Any submittals received after the deadline will be rejected without review. Emailed proposals must be time stamped as received before May 21, 2020, no later than 3:00 PM Pacific Time, or the emailed proposal will be considered late and rejected without review.

8.5 Incomplete submittals may be rejected without review.

8.6 Only written proposals will be accepted. Proposals may be sent by registered or certified mail, courier service (e.g. FedEx), delivered by hand, or submitted electronically via email. Proposals may not be transmitted by fax.

8.7 Questions. Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Submission 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.

8.8 A vendor's proposal is an irrevocable offer for one hundred-eighty (180) 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. In the event that the vendor with the highest scored Proposal refuses to execute a final contract for a Project to the vendor with the next highest scored proposal and execute a final contract with the vendor with the next highest scored proposal for the Project.

8.9 Telephone calls will not be accepted.

## 9.0 PROPOSAL CONTENTS

9.1 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. 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. Resumes and Key Staff Members

i. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. There is no limit on the

number of key staff members proposed, but there is a limit of five (5) pages total.

ii. The resume submittals should be no more than five (5) pages total.

d. References and Experience

i. Contractor to provide references and information for the five (5) most recent installation projects for California public entities over $100,000. In lieu of the preceding, Contractor may provide references and information for the three (3) most recent painting projects completed on a courthouse in California. The references and information must include the following:

(a) Identify the client, number of sites where work was performed, a description of services and work provided, the timeframe for completion, the original project budget and final cost.
(b) Identify the role of key team members that participated in the project.
(c) Provide a contact/client reference with current contact information, including names, address and current telephone number for each project. The Court may check references listed by the Contractor.
   a. Please ensure contact information is up-to-date.
   b. References and information are to be no more than one (1) page for each project, for a total of five pages.

e. Proposed method to complete the work.

i. Contractors should submit a proposed method to complete the work, and Contractors should also submit a list of materials that are intended to be used for the completion of the work.

f. 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.

g. 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. 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. Designated Subcontractors List (Attachment 12) – Contractor must list on the Designated Subcontractors List those subcontractors who will perform any portion of Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project in excess of one half of one percent (0.5%) of total Proposal amount. Failure to submit the Designated Subcontractors List shall result in the Proposal for the applicable Project to be deemed non-responsive.

v. Proof of financial solvency or stability (e.g., balance sheets and income statements).

vi. *[for solicitations of $1,000,000 or more]* The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.

vii. *[for solicitations of $100,000 or more]* The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

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

i. Payment terms will be specified in any agreement that may ensue as a result of the RFP.

ii. Please provide a rate sheet with the rates for the workers that will be assigned to the Painting Projects.

iii. Please provide associated material costs for the Painting Projects.

iv. Please provide Contractor's overhead and markup rates.

v. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of thewithhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

## 10.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for one hundred and eighty (180) 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.

## 11.0 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.

If a contract will be awarded, the Court will post an intent to award notice at http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities

| CRITERION | MAXIMUM NUMBER OF POINTS |
|---|---|
| Quality of work plan submitted | 20 |
| Experience on similar assignments | 15 |
| Cost | 35 |
| Credentials of staff to be assigned to the project | 5 |
| Acceptance of the Terms and Conditions | 10 |

| CRITERION | MAXIMUM NUMBER OF POINTS |
|---|---|
| Proposed method to complete the work | 15 |
| DVBE Incentive | 3 |

11.1 Criterion Details

A. Quality of work plan submitted: Section 9.1 and 9.2.

B. Experience on similar assignments: Section 9.1, (d), (i).

C. Cost: Section 9.2

D. Acceptance of Terms and Conditions: Section 9.1, (f).

E. Proposed method to complete the work: Section 9.1, (e).

F. Disabled Veterans Business Enterprise Incentive: Section 14.0

## 12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** Records created as part of the Contractor's Proposal and selection processes are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Contractor's 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 pursuant to a request for records. If the Court does not consider such material exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Contractor is unsure of the information contained in its SOQ or Cost Proposal Form is confidential and/or proprietary then it should not include the information in its SOQ and Cost Proposal Form. A Contractor that indiscriminately identifies all or most of its SOQ or Cost Proposal Form as exempt form disclosure however may be deemed non-responsive.

## 13.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Prospective Bidder will receive a small business preference if, in the Court's sole determination, the Prospective Bidder has met all applicable requirements. If the Prospective Bidder receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Prospective Bidder must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

## 14.0 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 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 11.0 above.

A DVBE incentive of 3% is open to all DVBE (Disabled Veteran Business Enterprise) vendors participating in this solicitation. Vendor's applicable for the DVBE incentive, must complete Attachment 9 (Bidder's Declaration form) and Attachment 10 (DVBE Declaration). Please submit the form along with the RFP for review.

## 15.0 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 Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

**Superior Court of California, County of Alameda**

Finance and Facilities Division
Attn: Procurement
**RFP SC 1806.2020.2**
1225 Fallon St., Room 210
Oakland, CA 94612