



COURT ONLINE PROCUREMENT PROCEDURES

TABLE OF CONTENTS

- 1.0 ADMINISTRATIVE RULES GOVERNING THIS PROCUREMENT**
- 2.0 PRE-BID CONFERENCES OR WALKTHROUGHS**
- 3.0 CONTENT OF BID**
- 4.0 SUBMITTAL OF BIDS**
- 5.0 PROCEDURES RELATING TO EVALUATION AND AWARD STANDARDS**
- 6.0 AWARD AND EXECUTION OF CONTRACT**
- 7.0 PROTEST PROCEDURES**

The Superior Court of California, County of Alameda (Court) has developed this one set of unified COURT ONLINE PROCUREMENT PROCEDURES setting forth the Court Procedures for any/all types of procurements that may appear on the Court's website including items such as Request for Quote, Invitation for Bid, Request for Proposal, Request for Statement of Qualifications, etc.

Definitions for this document only:

- **Bid** – is used in its generic sense to mean any type of response submitted to any Court procurement, including items such as Bids, Proposals, Quotes, Statement of Qualifications, etc.
- **Contract** – is used in its generic sense, to describe any formal, final contract between the Prospective Bidder and the Court, including a contract, purchase order, agreement, order, etc.
- **RFP** – is used in its generic sense to describe mean any/all types of procurements that may appear on the Court's website, including items such as Request for Quote (RFQ), Invitation for Bid (IFB), Request for Proposal (RFP) Request for Statement of Qualifications (RFSQ), Reverse Auction, etc.
- **Prospective Bidder** – is used in its generic sense to describe any/all companies or individuals that may participate in any court procurement, including contractors, bidders, proposers, Prospective Bidders, prospective bidders, etc.

1.0 ADMINISTRATIVE RULES GOVERNING THIS PROCUREMENT

A. ACCEPTANCE OF TERMS AND CONDITIONS

The Prospective Bidder who is awarded a contract under this RFP must be prepared to accept a Court standard contract rather than its own contract form.

Per instructions in the RFP, if exceptions are identified, the Prospective Bidder must submit proposed changes in a clearly presented manner and provide an explanation or rationale for each exception and/or proposed change. All terms, conditions, and certifications not taken exception to by Prospective Bidder shall be deemed to be accepted and affirmed by the Prospective Bidder.

Please note that numerous, onerous, burdensome, and/or other material exceptions taken may render a Bid Non-Responsive as determined in the Court's sole discretion. Additionally, any exception to the following minimum terms and conditions may immediately render a Bid Non-Responsive: Prospective Bidder Certification Clauses, Indemnity provisions, Limitation of Liability, Termination Clauses, and Choice of Law and Jurisdiction provisions.

B. ADDENDA

The Court may modify this RFP prior to the date fixed for submission of Bids by providing notice to Prospective Bidders by way of an addendum. It is each Prospective Bidder's responsibility to inform itself of any addendum prior to its submission of a Bid.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Bid to include all addenda issued in any resulting contract.

If any Prospective Bidder determines that an addendum unnecessarily restricts its ability to propose, the Prospective Bidder shall immediately notify the Court via email to the RFPs mailbox bidquestions@alameda.courts.ca.gov no later than one day following issuance of the addendum.

C. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Prospective Bidders should be directed to the Court Executive Officer.

D. ANTI-TRUST CLAIMS

In submitting a Bid to the Court, Prospective Bidder offers and agrees that if the Bid is accepted, Prospective Bidder will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Prospective Bidder for sale to the Court pursuant to the Bid. Such

assignment shall be made and become effective at the time the Court tenders final payment to the Prospective Bidder. (See Government Code section 4552.)

If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Prospective Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

Upon demand in writing by Prospective Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if Prospective Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

E. AUTHORITY TO OBLIGATE OR BIND THE COURT

All contracts and purchase orders with the Court, and all amendments or modifications thereto, are subject to written approval by the Court Presiding Judge (PJ) or Court Executive Officer/Clerk of Court (CEO). Court personnel other than the PJ and/or CEO do not have actual, apparent, or implied authority to obligate the Court to any contract or purchase order term. Nothing other than written approval by the PJ and/or CEO shall be construed as an offer or acceptance of any contract or purchase order term, as an expression of the Court's assent to any contract or purchase order term, or as an expression of the Court's intent in forming any contract or purchase order. Nothing other than written approval by the PJ and/or CEO shall be construed as a modification, cancellation, waiver, or amendment to any Court contract or purchase order. Correspondence, including emails, shall not establish a trade practice and/or prior course of dealing on the part of the Court in connection with any Court contract or purchase order.

F. BID PREPARATION COSTS

Prospective Bidders submitting Bids do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Prospective Bidder for any costs incurred in preparing or submitting Bids, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

G. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

Except as otherwise provided or permitted, questions regarding this RFP must be submitted only through the Court's Procurement email bidquestions@alameda.courts.ca.gov. Prospective Bidders are specifically directed NOT to contact the Bid Contact or other Court personnel or consultants regarding this RFP at any time prior to Bid Award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Prospective Bidder's Bid.

Prospective Bidder must include the RFP Number in subject line of any communication and use the appropriate attachment when submitting questions utilizing the Questions and Answer Form found on the Courts website. [Contract Opportunities | Superior Court of California | County of Alameda](#)

Prospective Bidders interested in responding to the RFP may submit questions via email to the RFPs Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Prospective Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If the Prospective Bidder is requesting a change, the request must set forth the recommended change and the Prospective Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available prior to the proposal due date and time.

H. CONFIDENTIAL OR PROPRIETARY INFORMATION

Bids are subject to disclosure to third parties and members of the public pursuant to applicable laws, including public disclosure pursuant to Rule 10.500 of the California Rules of Court, which governs public access to administrative records maintained by a trial court. All materials submitted in response to an RFP will become the property of the Court. A copy of each Bid will be retained for official Court records and be made available to anyone who properly requests a copy.

Except as required by law, 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 Bids may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the entire Bid (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the Bid (a) purporting to limit the Court’s right to disclose information in the Bid, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the Bid (or portions thereof). No formal notice to the “author” or “creator” of the documents is required or given, either prior to or concurrent with the release or production of the documents.

Submission of any Bid pursuant to this RFP constitutes acknowledgment and consent by the Prospective Bidder to the potential public disclosure of its content, as set forth in this Section F. Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in Bids if Prospective Bidder is unsure if such material would fall within the disclosure exemptions set forth in applicable law.

I. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

This RFP may include a DVBE incentive.

The Court has established rules and procedures for its DVBE program. Qualified Prospective Bidders wishing to claim the DVBE incentive should refer to the Court’s DVBE Rules and Procedures for further information. The Procedures can be located at the following Court website: [Contract Opportunities | Superior Court of California | County of Alameda](http://www.court.ca.gov/contractopportunities/countyofalameda)

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 the RFP.

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 RFPs 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. 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 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 this RFP is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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.

J. ERRORS IN THE RFP

If, before the Bid Due Date and Time listed in the RFP, a Prospective Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Prospective Bidder must immediately notify the Court via email to the Bid Contact and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the Bid Due Date and Time by releasing an addendum to the RFP.

If a Prospective Bidder fails to notify the Court of an error in the RFP known to Prospective Bidder, or an error that reasonably should have been known to Prospective Bidder, before the Bid Due Date and Time listed in the RFP, Prospective Bidder shall Bid at its own risk. Furthermore, if Prospective Bidder is awarded the contract, Prospective Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

K. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

L. PAYMENT

Payment terms will be specified in any contract that may be awarded as a result of this RFP. Except as otherwise provided or permitted, the Court does not make advance payment for goods or services. Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Prospective Bidder. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected Prospective Bidder.

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 numbers which will be provided by the Court.

Invoices must be submitted to the Court's Accounts Payables department at accountspayables@alameda.courts.ca.gov, with a copy to the Project Manager's email.

Court will not pay or reimburse the Contractor, or their employees, for travel, or any other related expenses that are required as part of their Scope of Work.

Any requests made outside of the contract scope of work will be considered a separate purchase order and will be processed on a separate purchase order.

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

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

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 services. Payment will be made based upon completion of tasks as provided for in the agreement between Court and selected service provider.

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 Prospective Bidder. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Prospective Bidder.

M. PERIOD OF FIRM PRICING; NEGOTIATIONS

A Prospective Bidder's Bid 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.

Until a contract resulting from this RFP is signed, the Court may award a contract in whole or in part, and/or negotiate any or all items with any individual Prospective Bidder if it is deemed to be in the Court's best interest. The Court may also solicit best and final offers (BAFO) from any or all Prospective Bidders that submitted a responsive Bid. A notice of intent to award does not constitute a contract and confers no right of contract on any Prospective Bidder.

N. QUESTIONS REGARDING THE RFP

Prospective Bidders interested in responding to the RFP may submit questions using the Question and Answer Form, provided in. Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Prospective Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If Prospective Bidder is requesting a change, the request must set forth the recommended change and Prospective Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. The questions and the Court's responses are available for viewing on the Court's website.

If a Prospective Bidder's question relates to a proprietary aspect of its Bid and the question would expose proprietary information if disclosed to competitors, the Prospective Bidder may submit the question via email to the Bid Contact conspicuously marking the email as "CONFIDENTIAL." Along with the question, the Prospective Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered, and the Prospective Bidder will be notified.

The Court is under no obligation to answer every question and has the right to edit questions for clarity and as deemed necessary by the Court to further the goals and objectives of the RFP.

O. RESERVATION OF RIGHTS

The Court may take any action related to this RFP and/or this RFP process deemed necessary by the Court and permitted by law to meet the needs of the Court and the public community which it serves.

These actions may include, but are not limited to, the following:

- Reject any or all of the Bids;
- Issue subsequent RFP;
- Cancel the entire RFP;
- Remedy errors in the RFP;
- Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;
- Appoint Court personnel or non-Court personnel to review Bids;
- Seek the assistance of outside technical experts to review Bids;
- Approve or disapprove the use of particular subcontractors and suppliers;
- Establish a list of Potential Contractors eligible for discussions after review of written Bids;
- Negotiate with any, all, or none of the Potential Prospective Bidders;
- Solicit best and final offers (BAFO) from all or some of the Potential Prospective Bidders;
- Award a contract to one or more Potential Prospective Bidders;
- Accept other than the lowest priced Bid, if such award is in the best interests of Courts;
- Waive informalities and irregularities in Bids;
- Award a contract without discussions or negotiations; and/or,
- Disqualify a Bid upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Potential Prospective Bidders.

The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court, the Judicial Council, or the State of California responsible for the cost of preparing the Bid.

P. RIGHT TO REJECT/ACCEPT BIDS

Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.

The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Prospective Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Prospective Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Prospective Bidder.

The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.

Prospective Bidders are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Prospective Bidder's proposal.

Q. SMALL BUSINESS PREFERENCE

If the RFP is for Information Technology ("IT") goods and/or services, the RFP includes a Small Business Preference.

The Court has established rules and procedures for its Small Business Preference program. Qualified Bidders wishing to claim the Small Business preference should refer to the Court's Small Business Preference Rules and Procedures for further information.

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

Eligibility for an 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 RFP, additional rules regarding interaction between the small business preference and 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.

If the Prospective Bidder wishes to seek the small business preference, the Prospective Bidder must complete and submit with its proposal the Small Business Declaration. The Prospective Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Prospective Bidder not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in the Prospective Bidder not receiving the small business preference.

If the Prospective Bidder receives the small business preference, (i) the Prospective Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL

BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

2.0 PRE-BID CONFERENCES OR WALKTHROUGHS

Times, dates, and additional information related to pre-bid conferences or walkthroughs will be found on the Key Information Summary Sheet of the RFP document.

A. MANDATORY PRE-BID CONFERENCE OR WALKTHROUGH

The Court may require that interested Prospective Bidders attend a mandatory pre-bid conference or walkthrough. In the event a Prospective Bidder is unable to attend a mandatory pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one Prospective Bidder. Each Prospective Bidder must be certain to check-in at the mandatory pre-bid conference, as the attendance list will be used to ascertain compliance with this requirement. Bids from Prospective Bidders who do not attend the mandatory pre-bid conference will not be accepted or considered.

B. OPTIONAL PRE-BID CONFERENCE OR WALKTHROUGH

The Court may hold an optional pre-bid conference, in which Prospective Bidder attendance is not mandatory. In the event a Prospective Bidder is unable to attend an optional pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one Prospective Bidder. Prospective Bidders are encouraged to attend any optional pre-bid conferences. A transcript of the pre-bid conference will not be made available.

C. USE OF ZOOM

If the Court elects to conduct a pre-bid conference via Zoom, there will not be any opportunity to attend the conference “in person.” Limit of two (2) attendees per company.

3.0 CONTENT OF BID

Responsive Bids must provide clear, concise, and complete information. Care should be taken to ensure that the Bid responds completely and thoroughly to all of the requirements set forth in the RFP. Bids should be limited to a reasonable length, given the directions and circumstances of the procurement. Do not submit large amounts of marketing materials or voluminous general information about your company unless such information is requested within the RFP.

The objective of the Bid submission is for the Court to ascertain Prospective Bidder’s ability to provide the requested goods and services. In addition, specific information is requested from all Prospective Bidders to ensure that the Bids can be fairly compared in a standard manner. Only that information which is contained in the Bid will be considered.

4.0 SUBMITTAL OF BIDS

A. ACKNOWLEDGEMENT OF ACCEPTANCE

Submission of a Bid constitutes an acknowledgement that Prospective Bidder accepts and is willing to comply with the terms and conditions of the RFP, the attachments, and any addenda, and has reviewed all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement. Prospective Bidder’s failure or neglect to examine such documents or such laws, regulations, ordinances, and resolutions shall in no way relieve Prospective Bidder from any obligations with respect to any contract issued as a result of this RFP.

B. AMENDMENT OR WITHDRAWAL OF BIDS

A Prospective Bidder may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Prospective Bidder. The Prospective Bidder may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

C. METHOD OF SUBMITTAL

All Bids shall be electronically submitted via email to bidquestions@alameda.courts.ca.gov. The Prospective Bidder is solely responsible for ensuring that the full Bid is submitted via email, prior to the

Bid Due Date and Time specified.

The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any Prospective Bidder unless or until the Court and the Prospective Bidder fully execute a final and definitive contract negotiated between the parties.

D. MISTAKE OR ERROR IN BID

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Prospective Bidder (if selected for award of the agreement), the Prospective Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

E. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Prospective Bidder submitting the proposal.

5.0 PROCEDURES RELATING TO EVALUATION AND AWARD STANDARDS

A. REQUEST FOR QUOTE (RFQ) / INVITATION FOR BIDS (“IFB”):

Award of a contract, if made, will be made in accordance with the RFQ/IFB, the Judicial Branch Contracting Manual (JBCM), and the Local Contracting Manual (LCM): (1) to the Lowest Responsible Prospective Bidder; or (2) to other than the Lowest Responsible Prospective Bidder based upon the Court's valid business reason; or (3) to other than the Lowest Responsible Prospective Bidder if necessary to achieve superior value effectiveness with a competitive framework in IT RFQs or IFBs.

During the evaluation process, the Court may perform certain checks to determine if a Prospective Bidder is ineligible for contract award and may require the Prospective Bidder's representative to answer questions regarding the Prospective Bidder's Bid. Failure of a Prospective Bidder to demonstrate that a statement made in its Bid is in fact true may be sufficient cause for rendering a Bid Non-Responsive. Bids that contain false or misleading statements may also be rejected if in the Court's opinion, the information was intended to mislead the Court regarding a requirement of the RFQ/IFB.

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.

The Court may approve or disapprove the use of particular subcontractors or suppliers.

B. REQUEST FOR PROPOSALS (“RFP”):

Depending upon the individual details of the RFP, award of a contract, if made, will be made in accordance with the RFP, the Judicial Branch Contracting Manual (JBCM), and the Local Contracting Manual (LCM): (1) to the Highest Scoring Prospective Bidder; or (2) to other than the Highest Scoring Prospective Bidder if necessary to achieve superior value effectiveness with a competitive framework in IT RFPs.

An initial review will be made of all Bids submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum requirements, and each Bid will be determined to be either Responsive or Non-Responsive. Failure to satisfy or comply with any of the minimum requirements may be cause for a determination of Non-Responsive and may disqualify a Bid from further consideration and review. The Court may, in its sole discretion, reject any or all Non- Responsive Bids submitted in response to this RFP. Such review and determination will be done at the sole discretion of the Court.

The Court will evaluate Responsive Bids using the criteria set forth in the RFP Document. During the evaluation process, the Court may perform certain checks to determine if a Prospective Bidder is ineligible for contract award and may require the Prospective Bidder's representative to answer questions regarding the Prospective Bidder's Bid. Failure of a Prospective Bidder to demonstrate that a statement made in its Bid is in fact true may be sufficient cause for rendering a Bid Non-Responsive. Bids that contain false or misleading statements may also be rejected if in the Court's opinion, the

information was intended to mislead the evaluation team regarding a requirement of the RFP.

The Court may approve or disapprove the use of particular subcontractors or suppliers.

The Court may conduct phone or in-person interviews with any Prospective Bidder to clarify aspects of its Bid or to assist in finalizing the ranking of Bids. The Court is not obligated to hold an interview with every Prospective Bidder. If conducted in person, interviews will likely be held at the Court's offices, and the Court will not reimburse Prospective Bidders for any costs incurred in traveling to or from the interview location. The Court will notify Prospective Bidders regarding interview arrangements. The Court may also seek the assistance of outside technical personnel in reviewing Bids.

The Court may request to have product demonstrations as part of the Court's evaluation process. The product demonstrations may be conducted in person, via the web, or through other suitable means or arrangements. The Court will not reimburse Prospective Bidders for any costs incurred in traveling to or from the product demonstration location. The Court will notify eligible Prospective Bidders regarding demonstration arrangements.

C. TIE BREAKER

In the event of a tie, the contract may be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Prospective Bidders, who may attend the coin toss at their own expense.

6.0 AWARD AND EXECUTION OF CONTRACT

A. AWARD OF CONTRACT

Award of a contract, if made, will be in accordance with the RFP to a Responsible Prospective Bidder submitting a Bid compliant with all the requirements of the RFP and any addenda there to (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

Once negotiations have been completed with the selected Prospective Bidder, a recommendation for an award of a contract will be made to the Court's CEO, who is, and shall remain, the ultimate decision maker for the Court.

B. EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)

Prospective Bidders are hereby advised that this RFP is for the submission of Bids, Quotes, or Proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court's Executive Officer.

A Prospective Bidder submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

The Court will make a reasonable effort to execute any contract based on this RFP in a timely manner or within forty-five (45) days of selecting a proposal that best meets its requirements. Exceptions taken by a Prospective Bidder may delay execution of a contract. A Prospective Bidder submitting a Bid must be prepared to use a Court Standard contract form agreement (Standard Agreement, IT Standard Agreement and Short Form Agreement) rather than its own contract form. The Court reserves the right to reduce the scope of work if it is in the best interest of the Court, or add, delete, and/or modify the terms and conditions prior to execution of the contract.

Upon award of the contract, the contract shall be signed by Prospective Bidder and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Prospective Bidder's own risk.

Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Prospective Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Prospective Bidder.

C. PRE-EXECUTION DOCUMENTATION

Prior to execution of a contract, the following additional items may be required, if applicable:

- If Prospective Bidder is a corporation, proof that Prospective Bidder is in good standing and qualified to conduct business in California (e.g., copies of current business licenses).
- If Prospective Bidder has claimed a DVBE incentive, completed Bidder Declaration and DVBE Declaration forms.
- If Prospective Bidder has claimed a Small Business preference, a completed Small Business Declaration form.
- If Prospective Bidder is supplying products identified in Public Contracts Code § 12207 (i.e., paper products, printer cartridges), a completed Postconsumer-Content Certification form.

Additionally, if the contract is for the sale of tangible personal property, proof that the Prospective Bidder and all of its affiliates, that make sales for delivery into California, are currently holders of either of the following:

- A California seller's permit issued under Revenue and Taxation Code § 6066 et seq.; or
- A certificate of registration issued under Revenue and Taxation Code § 6226.

7.0 PROTEST PROCEDURES

The Court intends to be open and fair to all Prospective Bidders in selecting the best service providers within budgetary and other constraints described in the RFP Document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.

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 a rejection of the protest. The deadline for the Court to receive a RFP 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.

The Court has adopted minimum thresholds for the acceptance of protests. The Court shall reject any protest received for procurement if the procurement is below the applicable thresholds listed below:

Type of Procurement	Threshold
Non-IT Goods	\$ 50,000
Non-IT Services	\$ 5,000
IT Goods and Services	\$100,000

Protests must be sent to the Court address listed below via certified mail including signature upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Alameda

Finance and Facilities Division

Attn: Protest Hearing Officer

[RFP TITLE]

[RFP NUMBER]

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 TITLE]

[RFP NUMBER]

1225 Fallon Street, Room 210
Oakland, CA 94612