



**Superior Court of California
COUNTY OF ALAMEDA**

Finance and Facilities Division
René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612

TITLE: Local Contracting Manual

EFFECTIVE DATE: Revision effective November 28, 2023

CONTACT: Procurement, Finance and Facilities Division

GOVERNING STATUTES AND RULES: Judicial Branch Contracting Manual (JBCM), Trial Court Financial Policies and Procedures Manual

RELATED COURT PROCEDURES AND POLICIES: Disabled Veteran Business Enterprise Program and Small Business Preference Program.

FORMS AND REFERENCES: See Appendices.

Table of Contents

1.0 Purpose.....	1
2.0 Assignments.....	1
3.0 Settlement Agreements	3
4.0 Signature Authority	3
5.0 Approval of Purchase Requisitions.....	4
6.0 Solicitation Document Type.....	5
7.0 Advertising.....	5
8.0 Court Procurement-Card Policy	5
9.0 Non-Competive Bid Procurements.....	6
10.0 Protests	6
11.0 Contract Form.....	6
12.0 Disabled Veteran Business Enterprise Program.....	7
13.0 Small Business Preference Program	7
14.0 Contract Administration Plan.....	7
15.0 Legal Review.....	7
16.0 High Value Contracts.....	8
Appendix A: Non-Competitive Bid Request Form

1.0 Purpose

This Local Contracting Manual was adopted by the Superior Court of California, County of Alameda (referred to as “Court” throughout the remainder of this document) in accordance with the requirements of the Judicial Branch Contracting Manual (JBCM). This Local Contracting Manual supersedes and replaces all previous Local Contracting Manuals. This manual supplements and incorporates by reference the provisions of the JBCM.

2.0 Assignments

In accordance with JBCM Chapter 1, Section 1.1.C.1, the Court assigns the following persons or positions to perform the specified procurement or contracting activity:

Assignment	Person(s) or Position(s) Assigned	Roles and Responsibilities
Procurement and Contract Analyst	Eddie Sanchez	<ul style="list-style-type: none"> • Responsible for all procurement and contracting within the JBE. • Ensures that all procurement and contracting activities within the JBE comply with applicable procurement laws. • Provides the necessary resources to ensure that all staff are properly qualified and trained in all aspects of the procurement process. • Oversees development of the Local Contracting Manual.
Buyer*	Jennifer Buentello-Gilligan, Fiscal Services Specialist Caroline Ficenec, Fiscal Services Specialist	<ul style="list-style-type: none"> • Performs day-to-day purchasing and contracting activities. • Is knowledgeable about applicable procurement laws and best practices. • Ensures that the needs of the JBE are met within applicable procurement laws. • Maintains the procurement file and related documentation.
ADA Coordinator *	Adam Byer, Administrator	<ul style="list-style-type: none"> • Assists and responds to questions or concerns regarding procurement related accommodation needs.

Assignment	Person(s) or Position(s) Assigned	Roles and Responsibilities
DVBE Advocate*	Procurement and Contract Analyst	<ul style="list-style-type: none"> • Identifies potential DVBE prime contractors or subcontractors and potential contracting opportunities. • Makes information regarding pending solicitations available to certified DVBE firms capable of meeting the JBE's business needs (MVC 999.12).
Procurement-Card Coordinator*	Procurement and Contract Analyst	<ul style="list-style-type: none"> • Ensures compliance with relevant procurement card procedures and contract terms. • Adds, deletes, and alters card restrictions/limits. • Reviews billing reports to monitor payments and disputes.
Protest Hearing Officer**	Procurement and Contract Analyst	<ul style="list-style-type: none"> • Evaluates protests. • Issues written determinations regarding protests.
Protest Appeals Officer***	Director of Finance & Facilities Division	<ul style="list-style-type: none"> • Evaluates protest-related appeals. • Issues written determinations regarding appeals of protests.
Payment Officer*	Procurement and Contract Analyst	<ul style="list-style-type: none"> • Ensures timely payment of invoices. • Ensures that proper internal approvals have been secured before processing payment.
Contract Administrator	Procurement and Contract Analyst	<ul style="list-style-type: none"> • Responsible for the performance of all contract administration functions. • Delegates the authority and responsibility to perform certain contract administration functions to other Court employees. Establishes clear lines of authority for the management and conduct of contract administration functions.

Assignment	Person(s) or Position(s) Assigned	Roles and Responsibilities
Contract Administrator (continued)	Procurement and Contract Analyst	<ul style="list-style-type: none"> Maintains record of each contract administrator and a description of their function within the Court.

- * If no person or position is designated for this assignment, the Procurement and Contract Analyst will be responsible for performing this assignment.
- ** If no person or position is designated for this assignment, the buyer’s supervisor will be responsible for performing this assignment.
- *** If no person or position is designated for this assignment, the protest hearing officer’s supervisor will be responsible for performing this assignment.

3.0 Settlement Agreements

The following persons or positions have the authority to bind the Court to a settlement agreement resulting from a contract dispute:

1. Presiding Judge
2. Court Executive Officer

4.0 Signature Authority

The following persons or positions are authorized to enter into, extend, amend, terminate or transfer the following contracts and purchase orders:

Position	Approval Threshold
Presiding Judge or Executive Committee (if applicable)	Any value
Executive Officer	Any value
Assistant Executive Officer	Any value
Director of Finance & Facilities Division	Any value

The signature authorities are authorized from the Presiding Judge to the positions listed above in the document titled Expenditure Authorization. The Expenditure Authorization document is available at

<https://www.alameda.courts.ca.gov/system/files/local-rules/2023-06-expenditure-authorization.pdf>

5.0 Approval of Purchase Requisitions

The following persons or positions are authorized to approve purchase requisitions:

Cost Center & Description	Level 1 Budget Approver	Level 2 Up to \$10,000 Director Approval	Level 3 Over \$10,000 Executive Approver
1-1001 Judicial Services	Jenny Lee	Elizabeth Erickson	Melanie Lewis
1-1101 Executive Office	Jenny Lee	Elizabeth Erickson	Melanie Lewis
1-1103 Executive Office Projects & Programs	Jenny Lee	Adam Byer	Melanie Lewis
1-1201 Legal Services	Jenny Lee	Elizabeth Erickson	Melanie Lewis
1-1301 Criminal Division	Jenny Lee	Tracy Wellenkamp	Melanie Lewis
1-1401 Civil Division	Jenny Lee	Caryn Downing	Melanie Lewis
1-1402 Probate	Jenny Lee	Caryn Downing	Melanie Lewis
1-1501 Family Division	Jenny Lee	Charlotte Marin	Melanie Lewis
1-1510 Family Law Facilitators/Self Help Services	Jenny Lee	Charlotte Marin	Melanie Lewis
1-1601 Court Attendants	Jenny Lee	Charlotte Marin	Melanie Lewis
1-1701 Human Resources Division	Jenny Lee	Glenys Rogers	Melanie Lewis
1-1801 Finance & Facilities Division	Jenny Lee	Melanie Lewis	Melanie Lewis
1-1806 Facilities Unit	Jenny Lee	Melanie Lewis	Melanie Lewis
1-1807 Emergency Services Unit	Jenny Lee	Melanie Lewis	Melanie Lewis
1-1901 Office of Information Technology	Jenny Lee	Jonathan Allen	Melanie Lewis
1-3221 Traffic Division	Jenny Lee	Tracy Wellenkamp	Melanie Lewis

1-4331 Juvenile Division	Jenny Lee	Tracy Wellenkamp	Melanie Lewis
1-5521 Court Reporter Unit	Jenny Lee	Tracy Wellenkamp	Melanie Lewis
1-5621 Jury Services	Jenny Lee	Caryn Downing	Melanie Lewis
1-5721 Court Interpreters	Jenny Lee	Caryn Downing	Melanie Lewis
1-5821 Records Management/Appeals/Exhibits	Jenny Lee	Caryn Downing	Melanie Lewis
1-6666 Grants	Jenny Lee Cindy Chen Paul Truong	Melanie Lewis	Melanie Lewis
1-5555 Reimbursements: Enhanced Collections, FHOs, Small Claims, etc.	Jenny Lee	Melanie Lewis	Melanie Lewis

6.0 Solicitation Document Type

The Court may elect to use a Request for Quote solicitation for all non-complicated, low risk procurements for non-IT goods, non-IT services and any combination of IT goods and services up to \$100,000/yr. At the Court’s discretion the bid may be awarded to the lowest responsible bidder or the highest scored bid.

7.0 Advertising

The Court may choose to advertise non-complicated solicitations of non-IT or IT goods and/or services valued at less than \$50,000 in a twelve month period for less than the ten working days, as stated in JBCM Chapter 4, Section 4.1.D.3 (Timing of advertising). The advertising period for such solicitations will be no less than three working days.

8.0 Court Procurement-Card Policy

- A. Procurement CAL-Card - The Court utilizes Procurement Cards in accordance with proper fiscal policies outlined in the FIN Manuel section 6.14 – Use of Purchase Cards and the JBCM Chapter 9.2 Purchase Card Programs. The cards have a limit of \$1,500 per single transaction and \$5,000 daily total limit per card account. The limits may be increased as needed with prior written authorization by the CEO or Finance and Facilities Director. The Court may use procurement cards to purchase goods and services including (but not limited to) training, registration, advertising, office supplies, minor equipment, etc. for official Court business. All procurements executed using a purchase card must be initiated by an approved purchase requisition and approval by the requesting Division Director. Bank Statements are reconciled on a monthly basis by Procurement staff for payment disbursement.

- B. U.S. Bank Commercial Account – The Court utilizes U.S. Bank Visa in accordance with the Department of General Services (DGS) usage policy and procedures and the Court’s internal travel policy and procedures to procure travel related services such as lodging, airfare and transportation. Travel bookings are processed by Procurement staff through the State’s Travel Store and/or the State’s online portal. All procurements executed using a purchase card must be initiated by an approved travel authorization request. Bank Statements are reconciled on a monthly basis by Procurement staff for payment disbursement.

- C. WEX Fleet Card – The Court utilizes WEX Fleet cards, in accordance with the Department of General Services (DGS) Fleet Payment System (FPS) and the Courts FIN Manuel section 6.15 Use of California Department General Services Charge Card for Court vehicle expenses including (but not limited to) fuel, vehicle preventative maintenance, repairs and other services as needed. Fleet cards are managed and authorized for usage to designated Court staff by the Finance and Facilities Director and the Facilities Manager. Fleet card statements are reconciled monthly by Procurement staff for payment disbursement.

9.0 Non-Competitive Bid Procurements

Non-competitive bid requests, including sole-source requests and special category non-competitively bid contract requests (SCR), which require approval may be approved using a memorandum or a form substantially in the form of the Non-Competitive Bid Request Form included in the Appendices. In addition to the Presiding Judge and their delegate(s), the following persons/positions are authorized to approve non-competitive bid procurements:

Non-competitive Bid Value	Persons(s) or Positions(s) Authorized to Sign
\$50,000 and above	Presiding Judge
Any value	Court Executive Officer

10.0 Protests

Protests to solicitations issued by the Court will be handled as set forth in Chapter 7 (Protests) of the JBCM, including protest thresholds, the deadlines for receipt of protests, and the deadline for filing of an appeal. However, the Court will allow 10 calendar days after the Court receives an award protest for non-IT services for the protester to submit the information required per JBCM Chapter 7, Section 7.4.C (Required Information).

11.0 Contract Form

The Court may choose the appropriate contract form to be used based on the requirements established in Chapter 8 (Contracts) of the JBCM. The Court may elect to use a short form agreement for routine purchases of goods and services when the Court determines that not all of the provisions found in the Court’s Standard Agreement are appropriate. The use of

short form agreements will be limited to non-complicated non-IT goods, non-IT services and any combination of IT goods and services up to \$100,000 annually.

12.0 Disabled Veteran Business Enterprise Program

The Court has designed a Disabled Veteran Business Enterprise (DVBE) Program to enhance opportunities for DVBEs. The Court will offer a DVBE incentive for competitive solicitations over \$50,000, unless the DVBE incentive is waived.

13.0 Small Business Preference Program

The Court has designed a Small Business Preference Program to enhance opportunities for small businesses. A bidder may claim a small business preference in competitive solicitations of information technology (IT) goods and services of \$5,000 or over. The Court does not offer a small business preference in connection with non-IT goods or non-IT services.

14.0 Contract Administration Plan

Eddie Sanchez is appointed to fulfill the role of senior contract administrator as described in section 11.2 (Contract Administration Plan) of the JBCM. Responsibilities include, but are not limited to, the roles and responsibilities described under the Procurement and Contract Analyst position set forth in section 2.0 (Assignments) of this Local Contracting Manual. Eddie Sanchez is authorized to delegate authority and responsibility to other Court employees to perform contract administrator functions described in the JBCM and this Local Contracting Manual. Chapter 11, Contract Administration, is incorporated into this Local Contract Manual by reference. Court employees responsible for contract administration will follow the requirements and recommended practices set forth in Chapter 11 and this Local Contracting Manual.

15.0 Legal Review

The Court will arrange for legal review of contracts as set forth below:

- A. Contracts that provide for the performance of high risk activities. High risk activities include: 1) the operation of heavy equipment; 2) transporting holding, or incarcerating a person; 3) applying, treating, removing, storing, or any other handling of hazardous chemicals or other hazardous substances; 4) carrying a firearm, explosive, or other weapon, or 5) transporting outside of secure premises cash, cash equivalents, securities, and other financial instruments with an aggregate value on any occurrence in excess of \$100,000.
- B. Contract templates that are adopted by the Court.

- C. Contract modifications or amendments that are a result of a contract dispute or if the contract modification itself triggers a legal review under this Local Contracting Manual.
- D. Any change to standard terms and conditions listed below: 1) a change that involves the assumption of risk or contingent liability not under the direct control of the Court; 2) a change to standard indemnification language that would require the Court to indemnify a contractor or third party; 3) a change that would substantially narrow any limitation of liability that favors the Court; 4) a change that would substantially limit the liability of a contractor or other third party; 5) agreeing to liquidated damages, or 6) a change that would release any claim or potential claim or otherwise settle any dispute.
- E. All administrative and infrastructure information technology (IT) projects with total costs estimated at more than \$5 million that are subject to review and recommendations of the California Department of Technology, as specified in GC 68511.911 (PCC 19204(a)).

16.0 High Value Contracts

Contract administration responsibilities will include notification to the Bureau of State Audits under PCC 19204(a) of any contract with a total cost estimated at more than \$1 million to ensure compliance with the California Judicial Branch Contract Law, except as excluded as set forth in GC 68511.9. Such notification will provide, but is not limited to, name of our Court, name of vendor, a brief description of the scope of contract, contract term, contract signature date, estimated contract value and a contact for questions.

APPENDIX A

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
NON-COMPETITIVE BID REQUEST FORM**

Date Contractor/Vendor Information	Date Submitted: _____ Name of Contractor/Vendor: _____ Contract/Purchase Order No. _____
Description of the goods and/or services to be procured	Insert description here.
Non-Competitive Bid Selection (check one and explain below)	<p><input type="checkbox"/> Emergency Purchases may purchase non-IT goods, non-IT services, or IT goods and services of any value without conducting a competitive procurement pursuant to JBCM Chapter 5, Section 5.2.</p> <p><input type="checkbox"/> Legal services per JBCM Chapter 5, Section 5.4.</p> <p><input type="checkbox"/> Certain Leveraged Procurement Agreements (LPAs) (in accordance with chapter 6 of JBCM through an LPA established by such JBE or another entity) per JBCM Chapter 5, Section 5.5. To be used for LPAs not competitively bid and have not been adopted by California.</p> <p><input type="checkbox"/> Purchases from a business entity operating a Community Rehabilitation Program (CRP) at a fair market price (must have CRP's approval certificate, issued by the Department of Rehabilitation) per JBCM Chapter 5, Section 5.6.</p> <p><input type="checkbox"/> Subvention and local assistance contracts providing assistance to local governments and aid to the public directly or through an intermediary, such as a nonprofit corporation organized for that purpose per JBCM Chapter 5, Section 5.8.</p> <p><input type="checkbox"/> Sole Source for goods or services are the only goods or services that meet the JBE's need per JBCM Chapter 5, Section 5.9</p> <p><input type="checkbox"/> Grant Application Deadline - A grant application submittal deadline does not permit the time needed for a competitive procurement of services. Per JBCM Chapter 5, Section 5.9 a competitive bid is not required. <i>Provide details regarding the grant and the application deadline:</i></p> <p><input type="checkbox"/> Special Category NCB Contract Request is used when a significant number of repeat NCB procurements of non-IT goods, non-IT services, or IT goods and services will occur. Limited to a specific type of goods and services for which there is no viable competition; or competitive bidding cannot be completed using reasonable efforts before the time such goods and services are required. JBCM Chapter 5, Section 5.10.</p> <p><input type="checkbox"/> Training per JBCM Chapter 5, Section 5.11. JBEs may procure training without a competitive procurement if: (i) the training is for JBE personnel and does not involve training on the use of IT goods or services; (ii) the dollar amount of the training contract does not exceed \$50,000; and (iii) the dollar amount of multiple training contracts with a single contractor does not exceed \$50,000 cumulatively in any 12-month period. The foregoing non-competitively bid procurement is limited to pre-existing training courses; it does not cover the development of training or other personal or consulting services.</p> <p><input type="checkbox"/> Amendment is a non-competitive bid amendment does not require a competitive bid per JBCM Chapter 5, Section 5.12. <i>Provide description of contract terms to be changed and why the Buyer determined that the amendment is in the Court's best interest.</i></p>
Non-Competitive Bid Selection Explanation	_____

APPENDIX A

Effort made to solicit competitive bids (if any)	<i>Insert description here.</i>
Support that the pricing is fair and reasonable	<i>For example, prices for comparable goods or services.</i>
Special factors affecting costs or other aspect of the procurement (if any)	<i>Insert description here.</i>

Requesting Employee:

Signature

Name

Title

Requesting Employee's:
Manager

Signature

Name

Title

This Request is:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Approver:	_____	
	<i>Signature</i>	
	_____	_____
	<i>Name</i>	<i>Title</i>

Non-Competitive Bid Request Form User Guide

The Non-Competitive Bid Request Form is for use in certain circumstances when the Court may procure non-IT goods, non-IT services, and IT goods and services without going through a competitive process (advertising, receiving bids, etc.).

Per the Judicial Branch Contracting Manual, chapter 5, subsection 5.1, for small purchases, NCB procurements are permitted because the cost of conducting a competitive procurement may exceed the savings expected from the competitive process. The Court may purchase non-IT goods, non-IT services, or IT goods and services that cost less than \$10,000 without conducting a competitive procurement so long as the Buyer determines that the pricing is fair and reasonable.

EMERGENCY PURCHASES (JBCM; Chapter 5, subsection 5.2)

In the event of an emergency, Courts may purchase non-IT goods, non-IT services, or IT goods and services of any value without conducting a competitive procurement.

An emergency purchase is appropriate when immediate acquisition is necessary for the protection of the public health, welfare, or safety. [Public Contract Code \(PCC\) 1102](#) defines an emergency as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Example of emergency: A courthouse is flooded, and staff must make an immediate purchase of supplies to clean up the water.

Example of a nonemergency: A Court wants to purchase used copy machines for office use at a total cost of \$12,000. The purchase saves the Court an estimated \$6,000 when prices are compared to new copy machine prices. Although it may be in the Court’s best interest to purchase the used equipment, the opportunity to get a good deal does not constitute an emergency.

LEGAL SERVICES (JBCM; Chapter 5, subsection 5.4)

Courts may purchase legal services of any value without conducting a competitive procurement. Legal services include:

- Services performed by an attorney or an attorney’s staff; and
- Services performed by consultants and expert witnesses in connection with pending or anticipated legal proceedings.

CERTAIN LPAs (JBCM; Chapter 5, subsection 5.5)

If a Court procures non-IT goods, non-IT services, or IT goods and services in accordance with chapter 6 of the JBCM through an LPA established by such Court or another entity, the Court may procure such goods or services without having to conduct its own competitive bidding.

This should be used for LPAs not competitively bid and have not been adopted by California (refer to JBCM; chapter 6, subsection 6.2, step 3).

COMMUNITY REHABILITATION PROGRAMS (JBCM; Chapter 5, subsection 5.6)

Courts may purchase non-IT goods, non-IT services, and IT goods and services of any value from a business entity operating a CRP without conducting a competitive procurement, provided that the goods or services meet the specifications and needs of the Court and are purchased at a fair market price as determined by the Court.

Note: The CRP must meet the criteria established by [Welfare and Institutions Code section 19404](#) in order for the Court to

purchase from the CRP. To confirm compliance, the Court should request a copy of the CRP's approval certificate, issued by the Department of Rehabilitation.

SUBVENTION AND LOCAL ASSISTANCE CONTRACTS (JBCM; Chapter 5, subsection 5.8)

These are contracts providing assistance to local governments and aid to the public directly or through an intermediary, such as a nonprofit corporation organized for that purpose. Courts may enter into subvention and local assistance contracts without conducting a competitive procurement.

SOLE SOURCE (JBCM; Chapter 5, subsection 5.9)

Courts may purchase non-IT goods, non-IT services, and IT goods and services of any value without conducting a competitive procurement if (i) the vendor is the only source of the goods and/or services that meet the Court's need, or (ii) a grant application submittal deadline does not permit the time needed for a competitive procurement of services.

Example: A Court needs to purchase a replacement fuse. The Court's electrical systems are quite old, and only one entity currently manufactures the type of fuse that is needed. The Court may purchase the fuse from that entity as a sole source.

Example: A Court needs a piece of software customized. Only one entity has the intellectual property rights necessary to alter the software and license the resulting modifications to the Court. The Court may contract with that entity as a sole source.

The sole source approver approves or denies the sole source request. If the sole source approver approves the sole source request, the Buyer should conduct the procurement as proposed. If the sole source approver denies the sole source request, the Buyer will either cancel the procurement or conduct a competitive solicitation to acquire the same or equivalent non-IT goods, non-IT services, or IT goods and services.

Per JBCM; chapter 4, subsection 4.4 B. if no Responsive Bid is received from a Responsible Bidder during a solicitation, the Buyer has two options: Option 1: The Buyer may cancel and reissue the solicitation, modifying any possible restrictive requirements. The Buyer should also consider methods to broaden the number of Bidders. Option 2: If, in the opinion of the Buyer, a second solicitation would not result in a different outcome, the Buyer may cancel the solicitation and proceed with a sole source purchase following the requirements in chapter 5, section 5.9 of the JBCM. If possible, the Court should select as the sole source a responsible Bidder whose Bid was substantially technically compliant/responsive with the specifications.

GRANT APPLICATION DEADLINE (JBCM; Chapter 5, subsection 5.9)

Courts may purchase non-IT goods, non-IT services, and IT goods and services of any value without conducting a competitive procurement if (i) the vendor is the only source of the goods and/or services that meet the Court's need, or (ii) a grant application submittal deadline does not permit the time needed for a competitive procurement of services.

SPECIAL CATEGORY NCB CONTRACT REQUEST (JBCM; Chapter 5, subsection 5.10)

The Court may, under certain circumstances, establish a special category non-competitively bid contract request (SCR) when it determines that a significant number of repeat NCB procurements of non-IT goods, non-IT services, or IT goods and services will occur. The SCR is limited to a specific type of non-IT goods, non-IT services, or IT goods and services for which:

- There is no viable competition; or
- Competitive bidding cannot be completed using reasonable efforts before the time such non-IT goods, non-IT services, or IT goods and services are required.

The Court may, in its Local Contracting Manual, place restrictions on the use of SCRs or specify a form for use in SCRs. If no

form is specified in the Local Contracting Manual, the SCR may take the form of a memorandum.

The SCR must be signed by the sole source approver. The Buyer should place a copy of the SCR in the procurement file for any procurement of the affected non-IT goods, non-IT services, or IT goods and services.

TRAINING (JBCM; Chapter 5, subsection 5.11)

Courts may procure training without conducting a competitive procurement if: (i) the training is for Court personnel and does not involve training on the use of IT goods or services; (ii) the dollar amount of the training contract does not exceed \$50,000; and (iii) the dollar amount of multiple training contracts with a single contractor does not exceed \$50,000 cumulatively in any 12-month period. The foregoing non-competitively bid procurement is limited to pre-existing training courses; it does not cover the development of training or other personal or consulting services. A Court shall not split contracts to avoid competitive bidding or other contract requirements. A Court with recurring training needs should assess the Court's cumulative amounts spent on training, and generally should go out to bid if there are significant ongoing and/or Court-wide training needs.

AMENDMENT (JBCM; Chapter 5, subsection 5.12)

The Court should submit certain amendments to the NCB process outlined below. The NCB process ensures that the amendment is in the best interest of the Court.

A. Amendments Covered

The types of amendments covered are those that affect the competitive basis on which the contract was awarded, including amendments that increase or decrease quantity, dollar amounts, or time. Specifically:

- Amendments to a competitively solicited contract where the type of change contemplated in the amendment was not evaluated in the selection process;
- Amendments to an LPA purchasing document where the type of change contemplated in the amendment was not evaluated during the LPA review process; and
- Amendments to a small purchase (originally under \$10,000) which increase the value of the purchase to \$10,000 or more, if the original purchase was completed pursuant to section 5.1 above.

Example: The Court has a services contract that is nearing expiration, and the Court wishes to extend the term of the contract using an amendment. The contract was competitively solicited, but renewal terms were not addressed in the Solicitation Document and were not considered by the Evaluation Team. Before extending the term of this contract using an amendment, the Court should submit the amendment to an NCB process.

Example: The Court has a contract that grants the Court the option to extend the term of the contract for one year. The contract is nearing expiration, and the Court wishes to extend the term of the contract using an amendment. The contract was competitively solicited, and the extension term was evaluated during the solicitation process. There is no need to submit the amendment to an NCB process.

Example: The Court purchases 80 chairs, each costing \$100. The value of the purchase (\$8,000) is below \$10,000, and the purchase was completed as an NCB procurement pursuant to section 5.1 above. The Court wishes to purchase an additional 30 chairs, each costing \$100, through use of an amendment. Because the new value of the contract (\$11,000) will be over \$10,000, the Court should submit the amendment to an NCB process.

Note: Amendments correcting incidental omissions or mistakes (not affecting quantity, dollar amounts, or time) do not require an NCB process. For example, an amendment correcting or updating contact information would not require an NCB

process.

B. NCB Process for Amendments

The Buyer submits an NCB amendment request to the sole source approver.

The NCB amendment request should include the following information:

- Description of the contract terms to be changed;
- Documentation that the pricing of the amended contract is fair and reasonable; and
- Why the Buyer has determined that the amendment is in the Court's best interest.

Change Control

Date	Description of Activity	Principal Contact
June 26, 2020	Local Contract Manual Adopted	Eddie Sanchez
March 1, 2021	Local Contract Manual revised: Removed Appendix B: Special Category Non-Competitive Bid Request Form; Adopted 12.0 Contract Administration Plan; 13.0 Legal Review policy; 14.0 High Value Contracts policy.	Eddie Sanchez
July 26, 2022	Local Contract Manual revised: Section 2.0 Assignments, Buyer – replaced previous Buyer (Marjie Harris) with Jennifer Buentello-Gilligan and Caroline Ficenec; revised Section 2.0 Assignments, Payment Officer – replaced previous Payment Officer (Jan Tillman) with Lisa Clark; revised Section 4.0 Signature Authority – PDF link to Expenditure Authorization updated: https://www.alameda.courts.ca.gov/system/files/2022-06-expenditure-authorization.pdf ; revised: Section 5.0 Approval of Purchase Requisitions – Added Cost Center & Description 1-1807 Emergency Services Unit; revised: Section 5.0 Approval of Purchase Requisitions – Updated Level 1 Budget Approver for Cost Center 1-6666 Grants from Ngoc Oanh Guise to Jenny Lee, Cindy Chen and Paul Truong; revised: Section 6.0 Solicitation Document Type – updated language to reference the max allowed (\$100K) annually per RFQ solicitation for goods and services; adopted: Section 8.0 Court Procurement-Card Policy, A: Procurement Cal-Card Policy, B: Citibank Manager Travel Business Card Policy, C: WEX Fleet Card Policy	Eddie Sanchez

<p>November 14, 2022</p>	<p>Local Contracting Manual revised: Section 2.0 Assignments Person(s) or Position(s) Assigned removed "Procurement and Contract Analyst"; revised Section 2.0 DVBE Advocate removed "Eddie Sanchez", revised section 2.0 Procurement-Card Coordinator removed "Eddie Sanchez", revised Section 2.0 Protest Hearing Officer removed "Eddie Sanchez", revised Section 2.0 Payment Officer removed "Lisa Clark", revised Section 2.0 Contract Administrator removed "Eddie Sanchez", revised Section 2.0 Contract Administrator (continued) removed "Eddie Sanchez", revised Section 9.0 Non-Competitive Bid Procurements removed "Special Category Non-Competitive Bid Request Form" language and reference. revised Section 11.0 Contract Form incorporate "The use of short form agreements will be limited to non-complicated non-IT goods, non-IT services and any combination of IT goods and services up to \$100,000 annually.", revised Appendix A Non Competitive Bid Request Form incorporate "Emergency Purchases may purchase non-IT goods, non-IT services, or IT goods and services of any value without conducting a competitive procurement pursuant to JBCM Chapter 5, Section 5.2.", revised Appendix A Certain Leveraged Procurement Agreement incorporate "To be used for LPAs not competitively bid and have not been adopted by California"; revised Appendix A Training incorporate "JBEs may procure training without a competitive procurement if: (i) the training is for JBE personnel and does not involve training on the use of IT goods or services; (ii) the dollar amount of the training contract does not exceed \$50,000; and (iii) the dollar amount of multiple training contracts with a single contractor does not exceed \$50,000 cumulatively in any 12 month period. The foregoing non-competitively bid procurement is limited to pre-existing trading courses; it does not cover the development of training or other personal or consulting services.", revised Appendix A removed an exigent and critical need has occurred as an option selection for non-competitive bid. Adopted user guide to accompany NCB Request Form. Adopted Trial Court Financial Policies and Procedures Manual.</p>	<p>Eddie Sanchez</p>
<p>November 28, 2023</p>	<p>Local Contracting Manual revised: Section 2.0 Assignments Person(s) or Position(s) Assigned, Payment Officer replaced Senior Accountant with Procurement and Contract Analyst; Section 4.0 Signature Authority replaced link to Expenditure Authorization Document; Section 8.0 Court Procurement – Card Policy subsection B. replaced "Citibank Manager Travel Business Card" with "U.S. Bank Commercial Account", replaced "Citibank Mastercard" with "U.S. Bank Visa."</p>	<p>Eddie Sanchez</p>