

RFP Title: Confidential Document Destruction and Shredding Services

RFP Number: RFP SC 1806.2022.1

# REQUEST FOR PROPOSALS

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

**REGARDING:**

Confidential Document Destruction and Document  
Shredding Services

RFP SC 1806.2022.1

**PROPOSALS DUE:**

*August 11, 2022* NO LATER THAN *3:00* P.M. PACIFIC TIME

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## **1.0 BACKGROUND INFORMATION**

The Court is in need of confidential document destruction and shredding services at all nine (9) of its Court facilities within Alameda County.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court is seeking proposals for the provision of secure documents and other media shredding and destruction services (i.e. confidential and other documents, diskettes, computer hard drives, etc.) for an initial term of three (3) years, with an option to extend for an additional three (3) two (2) year terms. The selected vendor must be able to work with the Court's schedule and security requirements for regular pickup and shredding services.

- A. Vendor shall provide secure locking containers at specified locations for the collection and storage of documents and other media prior to destruction. Number of service locations is subject to change at any time during the contract period.
- B. If additional containers are required throughout the course of the contract, vendor will supply these additional containers at no extra cost to the Court and only charge the quoted rate per container as they are added into service.
- C. Number of containers per location is subject to change based on the Court's operational needs.
- D. If the Court needs to skip a scheduled pick up for specified containers or location, and provides 48-hour prior notice, the vendor will reschedule at no extra cost to the Court and only charge for the containers and/or locations that were serviced.
- E. Vendor must provide a certificate of destruction for each shredding job performed. An invoice indicating the shredded amount may be acceptable.
- F. Vendor will collect customer materials and destroy by shredding equipment so as to render the contents unreadable.
- G. Service will be provided upon a mutually agreed upon schedule; most locations require bi-weekly or monthly service while others on an on-call basis, between the hours of 8:00 a.m. and 4:00 p.m. Service periods for each site are noted below.
- H. Vendor must be flexible and able to provide on-call shredding services on an as needed basis. This may include pick up during off-schedule hours.
- I. All employees of the vendor must be bonded.

- J. If requested by the Court, vendor will provide proof of fingerprint record checks of all employees who will come into contact with Court property for clearance purposes prior to any work commencing.
- K. The Court will request for the vendor to pick up bankers' boxes to be shredded off site from time to time on an as needed basis for a fixed destruction fee per box or pick up.
- L. Vendor to provide shredding services for microfilm, diskettes, and computer hard drives on request at a fixed cost for the life of the contract.
- M. Service schedule below is generated with each bin container measuring ninety-six (96) gallons. Alternate bin size(s) are acceptable provided the overall volume of the container is equivalent at each location on the breakdown below.
- N. Proposed bin size not to exceed 120 gallons due to space constraints.
- O. All secure locking containers must be unique and identifiable with Prospective Bidder's name and/or logo in a visible area of the piece of equipment.
- P. Authority to add or subtract bins shall fall under the Facilities Unit, and therefore any request from non-facilities personnel to add or subtract bins must first be approved by Facilities before the selected Contractor can proceed with processing the order.
- Q. All orders for additional equipment to accommodate Court projects will be subject to the same prices as the rest of the contract.
- R. If the Court elects to extend the term of the contract, the Prospective Bidder may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to the Master Pricing Agreement. Any agreed-upon price increase may not exceed during any two-year option period the previous 12 months' change in the San Francisco Area's Consumer Price Index as published by the U.S. Bureau of Labor Statistics or 5%, whichever is the lesser amount.
- S. Services will be performed at the 9 Court locations per the following schedule:

Location Description (Room Number/Name)	Service Address	Service Schedule	Bin Count (96 gal.)
3rd Floor	1221 Oak St. Oakland, CA.	Bi-Weekly	1
4th Floor	1221 Oak St. Oakland, CA.	Bi-Weekly	1
<b>County Administration Building</b>	<b>1221 Oak St. Oakland, CA. Total</b>		<b>2</b>
Civil Division Room #109	1225 Fallon St. Oakland, CA.	Once a Week	2
Destruction Room in #109	1225 Fallon St. Oakland, CA.	Once a Week	1
Criminal Division Room #107	1225 Fallon St. Oakland, CA.	Monthly	2
Room #105	1225 Fallon St. Oakland, CA.	Monthly	1
Room #210	1225 Fallon St. Oakland, CA.	Monthly	1
5th Floor - Lawrence Hudgins	1225 Fallon St. Oakland, CA.	On-Call	2
Room #100	1225 Fallon St. Oakland, CA.	On-Call	1
Room #G-4	1225 Fallon St. Oakland, CA.	On-Call	1
<b>Rene C. Davidson Courthouse</b>	<b>1225 Fallon St. Oakland, CA. Total</b>		<b>11</b>
1st Floor - Public Hallway	2120 Martin Luther King Jr. Way Berkeley, CA.	On-Call	2
2nd Floor - End of Public Hallway	2120 Martin Luther King Jr. Way Berkeley, CA.	On-Call	1
<b>Berkeley Courthouse</b>	<b>2120 Martin Luther King Jr. Way. Berkeley, CA. Total</b>		<b>3</b>
Records Office	2233 Shoreline Dr. Alameda, CA.	Monthly	3
Between Departments 301 and 302	2233 Shoreline Dr. Alameda, CA.	Monthly	1
<b>George E. McDonald Hall of Justice</b>	<b>2233 Shoreline Dr. Alameda, CA. Total</b>		<b>4</b>
1st Floor - Clerk's Office	24405 Amador St. Hayward, CA.	Monthly	2
1st Floor - Family Court Services Classroom	24405 Amador St. Hayward, CA.	Monthly	1
1st Floor - Family Court Services File Room	24405 Amador St. Hayward, CA.	Monthly	1
3rd Floor - Jury's Office	24405 Amador St. Hayward, CA.	Monthly	1
1st Floor - Self Help Space	24405 Amador St. Hayward, CA.	Weekly	1
1st Floor - Secure Hallway, Dept. 504	24405 Amador St. Hayward, CA.	Weekly	1
2nd Floor - Secure Hallway, Dept. 511	24405 Amador St. Hayward, CA.	Weekly	1
2nd Floor - Secure Hallway, Dept. 514	24405 Amador St. Hayward, CA.	Weekly	1
3rd Floor - Secure Hallway, Dept. 516	24405 Amador St. Hayward, CA.	Weekly	1

<b>Hayward Hall of Justice</b>			
<b>24405 Amador St. Hayward, CA.</b>			
<b>Total</b>			<b>10</b>
2nd Floor - Secure Hallway closets	2500 Fairmont Dr. San Leandro, CA.	Bi-Weekly	2
3rd Floor - Admin Office	2500 Fairmont Dr. San Leandro, CA.	Bi-Weekly	1
3rd Floor - Room #3013	2500 Fairmont Dr. San Leandro, CA.	Bi-Weekly	1
3rd Floor - Room #C3021	2500 Fairmont Dr. San Leandro, CA.	Bi-Weekly	2
<b>Juvenile Justice Center</b>			
<b>2500 Fairmont Dr. San Leandro, CA. Total</b>			<b>6</b>
Traffic Division Office	39439 Paseo Padre Pkwy. Fremont, CA	Monthly	2
Jury Department	39439 Paseo Padre Pkwy. Fremont, CA	Monthly	1
<b>Fremont Hall of Justice</b>			
<b>39439 Paseo Padre Pkwy. Fremont, CA Total</b>			<b>3</b>
Traffic Clerk's Office	5151 Gleason Dr. Dublin, CA.	Monthly	2
Jury Assembly Room	5151 Gleason Dr. Dublin, CA.	Monthly	1
3rd Floor - Admin Office	5151 Gleason Dr. Dublin, CA.	Monthly	1
Office of Information Technology	5151 Gleason Dr. Dublin, CA.	On-Call	1
<b>East County Hall of Justice</b>			
<b>5151 Gleason Dr. Dublin, CA. Total</b>			<b>5</b>
1st Floor	661 Washington St. Oakland, CA.	Monthly	2
2nd Floor - Drug Court	661 Washington St. Oakland, CA.	Monthly	1
3rd Floor - Room #320	661 Washington St. Oakland, CA.	Monthly	1
3rd Floor - Room #360	661 Washington St. Oakland, CA.	Monthly	1
5th Floor - Secure Hallway	661 Washington St. Oakland, CA.	Monthly	1
6th Floor - Secure Hallway	661 Washington St. Oakland, CA.	Monthly	1
2nd Floor	661 Washington St. Oakland, CA.	Monthly	5
<b>Wiley W. Manuel Courthouse</b>			
<b>661 Washington St. Oakland, CA. Total</b>			<b>12</b>
<b>Grand Total</b>			<b>56</b>

- T. **Vaccination Policy:** Contractor shall provide the Court with any existing company vaccination policy to determine if it is in accordance with the Court's vaccination policy. Should the Contractor not have an existing vaccination policy, the Court will determine if steps are needed to reduce the health and safety risk to the court staff, partner agencies and court customers.

### **3.0 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.

<b>EVENT</b>	<b>DATE</b>
RFP issued	July 26, 2022
Mandatory Pre-Proposal Site Visit	August 4, 2022
Deadline for questions	August 9, 2022
Questions and answers posted	August 10, 2022
Latest date and time proposal may be submitted	<b>August 11, 2022 no later than 3:00 P.M.</b>
Anticipated interview dates	August 15, 2022 to August 17, 2022
Evaluation of proposals	August 15, 2022 to August 19, 2022
Notice of Intent to Award	August 23 2022
Negotiations and Execution of Contract	August 23, 2022 to August 31, 2022
Contract start date	September 1, 2022
Contract end date	August 31, 2025 With option to extend to August 31, 2031

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
<b>Attachment 1:</b> Administrative Rules Governing RFPs	<b>Separate Attachment.</b> These rules govern this solicitation.
<b>Attachment 2:</b> Court Standard Terms and Conditions	<b>Separate Attachment.</b> If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign the Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
<b>Attachment 3:</b> Prospective Bidder’s Acceptance of Terms and Conditions	<b>Separate Attachment.</b> On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
<b>Attachment 4:</b> General Certifications Form	<b>Separate Attachment.</b> The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5:</b> Darfur Contracting Act Certification	<b>Separate Attachment.</b> The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 6:</b> Payee Data Record Form	<b>Separate Attachment.</b> This form contains information the Court requires in order to process payments and must be submitted with the proposal.
<b>Attachment 7:</b> Unruh and FEHA Certification	<b>Separate Attachment.</b> The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
<b>Attachment 8:</b> Bidder Declaration Form	<b>Separate Attachment.</b> Should be completed and submitted if vendor will participate in the RFP and claim DVBE incentive.
<b>Attachment 9:</b> DVBE Declaration Form	<b>Separate Attachment.</b> Form for Prospective Bidder claiming DVBE Declaration.
<b>Attachment 10:</b> Question and Answer Form	<b>Separate Attachment.</b> Form must be submitted when Prospective Bidder has a question regarding this RFP. Answers will be posted on the Court’s website.
<b>Attachment 11:</b> Contact Sheet	<b>Separate Attachment.</b> Prospective Bidder’s contact information.
<b>Attachment 12:</b> Reference List	<b>Separate Attachment.</b> Prospective Bidder’s references.
<b>Attachment 13:</b> Cost Proposal	<b>Separate Attachment.</b> Cost Proposal template in Excel format.
<b>Attachment 14:</b> Checklist	<b>Separate Attachment.</b> Prospective Bidder’s checklist detailing required documents for this RFP.



## 5.0 PAYMENT INFORMATION

- 5.1 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.
- 5.2 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 Scope of Work.
- 5.3 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.
- 5.4 Each monthly billing statement will reference the Contract Purchase Order Number and should contain the latest contact phone number to correct or update billing information.
- 5.5 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 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 work as provided for in the Agreement between the Court and the selected Contractor.

## 6.0 MANDATORY PRE-PROPOSAL SITE VISIT

- 6.1 Send Email of Intent to Attend the Mandatory Pre-Proposal Site Visit:
  - a. Prospective Bidders must notify the Court prior to attending the Mandatory Pre-Proposal Site Visit by sending an email to [bidquestions@alameda.courts.ca.gov](mailto:bidquestions@alameda.courts.ca.gov). with the RFP number and Prospective Bidder's name in the subject line. The email should include the name, address, telephone number, and email address of the contact person for the Prospective Bidder.
  - 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 check in at the Pre-Proposal Site Visit, as the**

**attendance list will be used to ascertain compliance with this requirement.**

## **7.0 SUBMISSIONS OF PROPOSALS**

- 7.1 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.
- 7.2 The Prospective Bidder must submit its proposal in two parts, the technical proposal, and the cost proposal, each in its own email.
- 7.3 Proposals must be emailed to [bidquestions@alameda.courts.ca.gov](mailto:bidquestions@alameda.courts.ca.gov)
- 7.4 Late proposals will not be accepted.

**The Court will not accept proposals that are hand delivered or delivered by a carrier or mail service provider at this time.**

## **8.0 PROPOSAL CONTENTS**

- 8.1 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 Prospective Bidder’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Prospective Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
  - b. Qualifications, background and experience of the project director and other staff proposed to work on the project.
  - c. Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder’s designated representative for purposes of this RFP (Attachment 11).
  - d. Names, addresses, and telephone numbers of a minimum of **three (3)** clients for whom the Prospective Bidder has conducted similar services. The Court may check references listed by the Prospective Bidder (Attachment 12).

- e. Sample activity reports and itemized monthly billing statements and certification of destruction.
- f. Proposed method to complete the work.
  - i. A description of Prospective Bidder's document destruction process. Include data on document destruction capability, transportation assets/capabilities, security of document storage container and facilities available. Also, include information on proximity of transportation facilities to Court sites and average response times to requests for service.
  - ii. The Contractor shall describe the level of customer service that will be provided, including procedures that will ensure consistence and problem escalation and resolution. The description should include, but is not limited to:
    - Customer service organizational structure
    - Contract process (phone, email, fax, etc.)
    - How quickly additional quotes can be generated and processed to how soon new bins can be delivered and picked up
    - Follow up process
    - Process to handle missed pick-ups/destruction and extra pick-ups outside of the scheduled dates
    - Internal procedures to track customer service contact and resolution
    - Escalation process to resolve outstanding customer service issues
- e. Acceptance of the Terms and Conditions.
  - i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
  - ii. If exceptions are identified, the Prospective Bidder must also submit
    - a red-lined version of the Terms and Conditions that implements all proposed changes, and
    - a written explanation or rationale for each exception and/or proposed change.
- f. Certifications, Attachments, and other requirements.

- i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iv. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- v. Financial Stability. Prospective Bidder must provide the most recent Profit and Loss Statement.
- vi. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.

8.2 Cost Proposal. The following information must be included in the cost proposal. A proposal lacking any of the following information may be deemed non-responsive.

- i. A detailed Cost Proposal. Prospective Bidder’s Cost Proposal should include an estimate of any possible cost increases projected through the life of the contract and any probable increases associated with the contract renewal provisions of their proposal. Prospective Bidder’s Cost Proposal should include any reduction in bin placement and destruction/removal cost when less than the full number of bins is used. As the Court may award a contract based on the initial offer, Prospective Bidders should make their initial offer on the most favorable terms available. The Court reserves the right to have discussions with those Prospective Bidders whose proposals fall within a competitive range, and to request revised

pricing offers from them and to make an award or conduct negotiations thereafter.

- ii. A Cost Proposal Excel template has been provided as a separate attachment. Use of this template is **mandatory**; Prospective Bidder is free to provide additional cost proposal documents and information at their own will, but only the Cost Proposal template will be evaluated.
- iii. The prices paid by the Court shall be at least as low as those fees charged by Prospective Bidder to its other customers in local and state governments that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the services provided to the Court. If, during the Term, Prospective Bidder enters into a Government Contract contradicting the foregoing sentence, Prospective Bidder shall (a) give the Court immediate notice of any such lower pricing, and (b) offer to the Court an immediate adjustment to the terms of this Master Pricing Agreement to reflect such lower pricing. At least once each year during the term, upon the Court's request, Prospective Bidder shall certify to the Court that this obligation has not been contradicted by any transaction entered into by the Prospective Bidder since the later of the (1) Effective Date and (2) date of the most recent certification provided by Prospective Bidder pursuant to this obligation.
- iv. The total annual cost as well as a "not to exceed" total for all work and expenses payable under the contract, if awarded.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

## **9.0 OFFER PERIOD**

A Prospective Bidder's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

## 10.0 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://alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>.

CRITERION	MAXIMUM NUMBER OF POINTS
The technical ability, capacity, and flexibility of the Prospective Bidder to perform the contract in a timely manner and on budget, as verified by the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts.	40
The total cost of the proposed solution. If the proposal contains itemized rates, per unit pricing, or commissioned-based pricing, the Court reserves the right to calculate the total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the Court to implement the solution over the term of the contract.	40
Acceptance of the Terms and Conditions.	10
The solution that provides the best overall value and has worked with customers of similar size, security requirements, and Scope of Work.	5
DVBE Preference.	5

## 11.0 INTERVIEWS

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 interviews may be conducted by phone, or virtually via video conference. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Prospective Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Prospective Bidders regarding interview arrangements.

## **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.** The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

## **13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

- 13.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 13.2 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 9.0 above.
- 13.3 To receive the DVBE incentive, at least 5% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

13.4 If Prospective Bidder wishes to seek the DVBE incentive:

- Prospective Bidder must submit with its proposal a DVBE Declaration (Attachment 9) 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 also complete and sign the DVBE Declaration (Attachment 9). 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.
- Prospective Bidder must complete and submit with its proposal the Prospective Bidder Declaration (Attachment 8). Prospective Bidder must submit with the Prospective Bidder Declaration all materials required in the Prospective Bidder Declaration.

13.5 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.

13.6 If this solicitation 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.

13.7 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.**

#### **14.0 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](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest.



RFP Title: **Confidential Document Destruction and Shredding Services**

RFP Number: **RFP SC 1806.2022.1**

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  
Attention: Melanie Lewis  
RFP SC 1806.2022.1  
1225 Fallon Street, Room 210  
Oakland, CA 94612**