

REQUEST FOR PROPOSALS

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

REGARDING:

Janitorial Services
SC 1806.2023.1.JG

PROPOSALS DUE:

May 25, 2023, NO LATER THAN **2:00** P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	Non-IT – Superior Court of California, County of Alameda – Janitorial Services
RFP Number:	SC 1806.2023.1.JG
RFP Issue Date:	March 28, 2023
RFP Issuing Office:	Finance & Facilities
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1806.2023.1.JG 1225 Fallon Street, Room 210 Oakland, CA 94612
e-mail:	bidquestions@alameda.courts.ca.gov
Proposals are to be sent to:	bidquestions@alameda.courts.ca.gov
Timeline for this RFP	
Mandatory Pre-Proposal Site Visit <u>AMENDED</u>	April 11, 2023 @ 10am local time <u>Meeting Location:</u> Rene C. Davidson Courthouse 1225 Fallon Street (Meet outside room 105 1st floor) Oakland, CA 94612
Pre-Proposal Conference (Optional):	April 18, 2023 @ 2pm-3pm https://alameda-courts-ca-gov.zoomgov.com/j/1618615700?pwd=RkNUUHU5eHRUV1pucWQyWTVRbGZnQT09
Deadline for Questions	April 25, 2023
Questions and Answers Posted <i>(estimate only)</i> :	May 2, 2023
Proposal Due (Closing) Date and Time:	May 25, 2023, No Later Than 2:00pm
Evaluation of Proposals <i>(estimate only)</i> :	May 30, 2023 – June 27, 2023
Interview and Demonstration Dates <i>(estimate only)</i> :	June 6, 2023 – June 8, 2023

Notice of Intent to Award (estimate only):	June 29, 2023
Negotiations and Execution of Contract (estimate only):	July 5, 2023 – August 4, 2023
Contract Start Date	September 1, 2023
Contract End Date	August 31, 2026 With an option to renew for two (2) additional two (2)-year terms: First Option Term: September 1, 2026 – August 31, 2028 Second Option Term: September 1, 2028 – August 31, 2030
RFP Attachments	
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Terms and Conditions	On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions	On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form. If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change. Note: A material exception may render a proposal non-responsive.
Attachment 4: General Certifications Form	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.

Attachment 5: Darfur Contracting Act Certification	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Court requires to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh and FEHA Certification	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Bidder Declaration	The Prospective Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 10: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 11: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 12: Contact Sheet	Prospective Bidder must complete the contact information and submit with proposal.
Attachment 13: Experience and Financial Qualifications	Prospective Bidder must complete the Experience and Financial Qualifications Form and submit with proposal.
Attachment 14: Technical Proposal Template	Prospective Bidder must complete their proposal using the Technical Proposal Template.
Attachment 15: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 16: RFP Check List	RFP Checklist.
Attachment 17: Court Locations, Hours of Operation, and Holidays	Court locations, hours of operation, and holiday schedule.
Attachment 18: Scope of Work, Schedule, and Cleaning Standards	This outlines the scope of work, cleaning standards, and the schedule for frequency of services to be provided.

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1.0 BACKGROUND INFORMATION

- 1.1 Prior to June 1998, California’s trial courts consisted of superior and municipal courts, each with its own jurisdiction and with its number of judges fixed by the Legislature. On June 2, 1998, California voters approved a constitutional amendment permitting the judges in each county to unify their superior and municipal courts into a single superior court with jurisdiction over all case types. By February 2001, judges in all 58 counties had voted to unify their trial courts.
- 1.2 California courts serve the state's population of more than 39 million people. The Superior Court of California, County of Alameda (“Court”) is one of 58 superior courts in the State of California.
- 1.3 The Court’s personnel consists of over 700 employees and occupies the following ten facilities within the County of Alameda: Rene C. Davidson Courthouse, Wiley W. Manuel Courthouse, Juvenile Justice Center, Hayward Hall of Justice, George E. McDonald Hall of Justice, Berkeley Courthouse, Fremont Hall of Justice, East County Hall of Justice, Alameda County Administration Building, and John George Psychiatric Pavilion.
- 1.4 The Court is accepting proposals from qualified firms to provide onsite janitorial services for its ten Court facilities. This includes interior and exterior cleaning services as noted in the description of services and deliverables.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Court seeks the services of a Contractor with expertise in professional cleaning and janitorial services for its ten Court facilities that are located within Alameda County.
 - a. Contractor shall provide janitorial services for each facility, as specified in **Attachment 18** titled “Scope of Work and Cleaning Standards”, with the exception of Court holidays as set forth in **Attachment 17**.
 - b. Upon request, Contractor must be able to provide Specialty Services, as detailed in **Attachment 18**, at the Court’s option.
 - c. The Contractor shall furnish at the Contractor’s expense, all labor, supervision, equipment, supplies, administrative support, and travel necessary to properly perform the janitorial services as required. The supplies and equipment include, but are not limited to, waxes, floor finishes, cleaners, floor stripper, sealers, detergents, cleaning powder, disinfectants, metal and furniture polishes, glass cleaner, brooms, mops, mop presses, sweeping tools and cloths, buckets, brushes, sponges, squeegees, wet and dry vacuum cleaners, janitor carts, ladders, floor

machines, and adequate floor machine scrub and polish brushes. Contractor is also responsible for furnishing the following consumable paper products and supplies: toilet tissue, paper towels, seat protectors, wastebasket and trash receptacle liners, hand soap for restroom dispensers, and sanitary napkin liners.

- d. Contractor shall provide sufficient labor and supervision at all times to carry out the work satisfactorily and shall ensure that only competent workers who are skilled in the type of work specified are employed. If the Court determines that a person is incompetent or unsuitable, the Contractor shall immediately remove such person from performing any further service and make sure that all keys, badges, and any other items that belong to the Court are returned within 24 hours.
- e. Contractor is responsible for maintaining satisfactory standards for employees in regard to conduct, appearance, and integrity (i.e., use of foul language, use of court staff's personal items, cooking, phone, and TV usage).
- f. Contractor will provide its employees with all training necessary for the successful performance of the requested services. Training will include safety procedures; the proper use of all equipment and materials; and the proper procedures for the sorting and disposal of recyclable materials, compostable materials, and waste materials. Contractor will describe its training procedures as part of its technical proposal.
- g. Contractor shall distribute to all employees assigned to the Court, a copy of **Attachment 18**. The Contractor shall provide the Court with a signed acknowledgement from all employees assigned to the Court, confirming that they received these documents and understand the scope of Services and Cleaning Standards.
- h. Contractor shall ensure that staffs who work after business hours keep their voices and radios/cd players at a low decibel level so as not to disturb Judicial Officers and staff that may still be on the premises.
- i. Contractor shall ensure that no person(s) not employed by the Contractor (i.e., spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during performance of services.
- j. Contractor's failure to provide supervision adequate to ensure compliance with the policies, procedures, and work specifications, as detailed herein, will be considered deficient performance.
- k. Contractor will correct any deficiencies in the performance of any task stated in **Attachment 18**, within twenty-four (24) hours of notice (or

knowledge) of such deficiency. Should the Contractor fail to correct these deficiencies within the time stated, the Court may take one or more of the following actions:

- i. Correct the deficiencies by using the Court's employees and bill the Contractor for the costs incurred for such corrections (including but not limited to staff time, benefits, administrative time, etc.), or deduct the costs from the Contractor's monthly bill.
 - ii. Correct the deficiencies by employing an outside contractor and bill Contractor for the costs incurred for such correction or deduct the costs from Contractor's monthly bill.
 - iii. Terminate the contract.
- l. Contractor shall keep a record of each employee working on this agreement, as follows:
 - i. Name, Address & Phone Number
 - ii. Work Classification and Rate of Pay
 - iii. Bi-weekly hours worked
 - iv. Emergency Contact Information
- m. Contractor shall provide relief employees as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
- n. Contractor will provide a twenty-four by seven (24/7) telephone number through which the Court can contact the assigned or "on call" account representative in emergency situations.
- o. The lead person on any janitorial crew shall be able to read, write, speak, and understand the English language to the extent required for communication in person, via telephone, and in writing with designated building representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and/or an alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English-speaking person shall be over the age of eighteen (18) years.
- p. The Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
- q. Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken

bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

2.2 Inventory and Storage of Materials and Equipment

- a. The Contractor shall obtain prior approval from the designated Court representative for any space or area required for storage of the Contractor's equipment and materials.
- b. Equipment and materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.
- c. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- d. All supplies and materials furnished by the Contractor shall be kept in a sealed, leak-free, and clearly labeled containers. Labeling shall be of the permanent type that will not wash or fade away.
- e. The Contractor shall maintain access to a reasonable stock of materials and equipment for the term of the contract. Failure to maintain access to a reasonable inventory may result in termination for default of the contract.

2.3 Materials

- a. Only material meeting industrial standards will be acceptable in the performance of this work. The Court Project Manager reserves the right to specify the type and quality of all materials used in the work. In the event a substitution is necessary for a required material, written notice will be provided to the Contractor and a material of equal value will be substituted at no additional cost to Court.
- b. Under no circumstances will cleaning tools and materials be left unattended during normal business hours.
- c. The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court's designated representative.
- d. All paper goods (2-ply toilet paper, paper towels, seat covers), liquid antibacterial hand soaps, sanitary napkins/tampons required in refilling dispensers, including trash receptacle liners will be furnished by the Contractor. The Contractor will be required to furnish all other materials and supplies as required to complete janitorial service to all locations

which includes but is not limited to: cleansing powder, disinfectants, deodorant tablets for urinals, ammonia-based glass and surface cleaner, dust cloths, grease cleaner, carpet shampoo, floor stripper and finish.

- e. All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state, and local laws and regulations. The Contractor shall provide Court with documentation of proper disposal of all products and containers used in the performance of services.
- f. Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a Safety Data Sheet (SDS) at time of delivery. If some or all of the products used by Contractor to perform the work are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed SDS to the Court's Project Manager. Contractor to provide updated sheets annually or quarterly as needed.

2.4 Equipment

- a. The equipment used by the Contractor and methods used in the handling of the work will be such that a satisfactory quality of work will be maintained, and which will ensure compliance with the intent of this contract.
- b. Contractor is responsible for keeping all equipment and tools in good repair condition.
- c. Contractor shall be responsible for any damage caused by its employees to the building or furnishings. The Court shall repair said damage and charge Contractor for the costs.
- d. In cases where particular types of equipment have been banned, or in cases where the Court Project Manager or his/her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the site of work. Failure to do so within a reasonable time may affect a breach of contract.
- e. All vacuums used must be equipped with high-efficiency particulate air (HEPA) filtration.

2.5 Security

- a. Contractor shall ensure all employees assigned to the Court adhere to the requirements provided by the Court Human Resources Division and pass a LiveScan background check prior to the start of the contract. Verification

of clearance for any employee with access and entry into the Court facilities must be received by the Court **prior** to the start of work.

Note: LiveScan background checks can take up to thirty (30) days to process therefore the Contractor must ensure all requested forms and documentation submitted in a timely fashion.

- b. Contractor shall ensure all employees assigned to the Court complete California Law Enforcement Telecommunications System (CLETS) form before being allowed access and entry into the Court facilities.
- c. Contractor must notify the Court of new employees assigned to the Court at least one week before the new employee's start date.
- d. Contractor must immediately notify the Court if any of the employees assigned to the Court is terminated.
- e. The Court shall be responsible for the cost of LiveScan background checks until the end of the contract.
- f. All employees shall be identified while on the premises by picture identification card/badge furnished at Contractor's expense, and by uniform, shirt, blouse, or smock indicating the company name or logo in print large enough to be read easily.
- g. Contractor shall be responsible for use of all keys and/or security cards issued to him/her. The Contractor shall not put identification on any keys. Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or badges or need for additional keys or badges shall be promptly reported to or requested of the Court Project Manager.
- h. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured.
- i. Contractor employees will ensure the building is properly secured and locked when they are the last ones to leave the facility after hours. Alarm calls for exterior doors left open because of the Contractor's employees' negligence or willful misconduct will result in Court costs to secure the premises, and charges by the Fire Department, Police Department, and the alarm security company. These costs will be charged back to the Contractor.

2.6 Field Inspection

- a. The work shall be under the inspection of the Court Project Manager or his/her designee. Written reports on the findings from inspections will be furnished to the Contractor for corrective action.
- b. The Court Project Manager or his/her designee or representatives will make field inspections at their discretion. Notices of deficiencies will be given in writing to the Contractor. Contractor to specify per inspection the occurrence of how often inspections will be completed quarterly or annually or as needed.
- c. Inspection shall not relieve the Contractor of his/her obligations to inspect and furnish material and workmanship in accordance with the contract. Imperfections of materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered. The Contractor shall ensure that corrective actions are taken promptly and will notify the Court Project Manager of those actions as soon as possible but not more than twenty-four (24) hours following the notice.

2.7 Hours of Work

- a. Refer to specifications provided in **Attachment 17**. There may be need for janitorial services on weekends for special after-hours events, including but not limited to mock trials held after hours or court jury proceedings that continue after hours. Notification will be given to the Contractor identifying the type of service and areas to be serviced.
- b. In the event of an emergency need (i.e., enhanced deep cleaning, hazardous waste cleanup, etc.), the Contractor must be immediately available to provide Services.

2.8 Customer Service

- a. The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:
 - i. Customer service organizational structure
 - ii. Contact process (phone, email, fax, etc.)
 - iii. Follow up process
 - iv. Internal procedures to track customer service contact and resolution
 - v. Escalation process to resolve outstanding customer service issues

2.9 Labor Compliance

- a. **Prevailing Wage.** The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- b. **Prevailing Wage Compliance Monitoring.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- c. **Contractor Registration.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

3.0 PAYMENT INFORMATION

3.1 Invoicing

- a. Contractor shall submit invoices to the Court in arrears no more frequently than monthly.
- b. Contractor shall provide invoices with the level of detail and supporting documentation reasonably requested by the Court. The following information must be included on the invoice:
 - i. Contractor's name, address, and telephone number
 - ii. Name, title, email address, telephone number, and physical address of representative to whom payments are to be sent, if different from the above
 - iii. Name, title, email address, and telephone number of the person to contact in case of an incomplete or incorrect invoice
 - iv. Description of goods and or services performed
 - v. PO Number
- c. Invoices must be submitted to the Court's Accounts Payable Unit at accountspayable@alameda.courts.ca.gov, with a copy to the Project Manager's email.

3.2 Payments

- a. The Court will process invoices within forty-five (45) days of receipt and approval by the Court's Project Manager. All invoices must reference the Contractor's purchase order number which will be provided by the Court.
- b. Payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under the contract.
- c. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of tasks as provided for in the agreement between the Court and the selected Service Provider.

3.3 Expenses

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

- b. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes, or expenses of any nature which Contractor incurs.

3.4 Additional Services

- a. Any requests made outside of the contract scope of work will be considered a separate purchase order outside of the contract purchase order and will be processed on a separate purchase order.
- b. Contractor must provide written notice to the Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.

4.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date and time identified in the timeline above. The pre-proposal conference will be held via Zoom.

Attendance at the pre-proposal conference is **optional**.

5.0 QUESTIONS

- 5.1 Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question-and-Answer Form, provided in **Attachment 11**. Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov no later than the date specified in the RFP timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address.
- 5.2 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question-and-Answer Form.

6.0 PRE-PROPOSAL FACILITIES SITE TOUR

The Court will hold a pre-proposal facilities site tour on **April 11, 2023** identified in the timeline above. The pre-proposal facilities site tour will be scheduled over one day with the locations listed below:

Wiley W. Manuel Courthouse

661 Washington Street
Oakland, CA 94607
Rentable Square Footage for Cleaning: 150,744

Rene C. Davidson Courthouse

1225 Fallon Street
Oakland, CA 94612
Rentable Square Footage for Cleaning: 102,940

Attendance at the pre-proposal facilities site tour is **mandatory**. Each Prospective Bidder is responsible for providing his or her own transportation and must be certain to check in at the pre-proposal site tour, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Prospective Bidder who did not attend the pre-proposal facilities site tour.

7.0 SUBMISSION OF PROPOSALS

- 7.1 The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals.
- 7.2 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 7.3 The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion by the date and time listed on the coversheet of this RFP.
 - a. The proposals must be emailed to bidquestions@alameda.courts.ca.gov. The subject line of the email must include the RFP title and number.
 - b. The proposal must be signed by an authorized representative of the Prospective Bidder.
- 7.4 Late proposals will not be accepted.

8.0 PROPOSAL CONTENTS

8.1 Technical Proposal The following information must be included in the technical proposal (**Attachment 14**). A proposal lacking any of the following information may be deemed non-responsive.

- a. The Prospective Bidder's name, business address, telephone and fax number, and federal tax identification number.

Note: If the Prospective Bidder is a sole proprietor using his/her social security number, the social security number will be required before finalizing a contract.

- b. Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder's designated representative for purposes of this RFP.
- c. The Prospective Bidder will provide a detailed response to each item in the technical proposal questionnaire. Any incomplete technical proposal lacking a detailed response to any of the items may be deemed non-responsive. If the space provided is not enough, the Prospective Bidder may attach a separate sheet with his/her response.
- d. Acceptance of the Terms and Conditions
 - i. On **Attachment 3**, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Prospective Bidder **must** also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- e. Certifications, Attachments, and other requirements
 - i. The Prospective Bidder must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.

- ii. The Prospective Bidder must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iv. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- v. The Prospective Bidder must complete the Payee Data Record Form (**Attachment 6**) and submit the completed form with its proposal.

Note: The Court reserves the right to request Prospective Bidder’s proof of financial stability. The Court may request this information at any time during the solicitation process.

- vi. The Prospective Bidder must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.
- vii. The Prospective Bidder must complete the Unruh Civil Rights Act (UNRUH) and California Fair Employment and Housing Act (FEHA) Certification (**Attachment 8**) and submit the completed certification with its proposal.
- viii. The Prospective Bidder must complete the Contact Sheet (**Attachment 12**) and submit the completed form with its proposal.
- ix. The Prospective Bidder must complete the Experience and Financial Qualifications Form (**Attachment 13**) and submit the completed form with its proposal.

8.2 Cost Proposal The following information must be included in the cost proposal (**Attachment 15**). A proposal lacking any of the following information may be deemed non-responsive.

- a. An all-inclusive total cost budget for each month and every year of the contract term
- b. A full explanation of the budget methodology used
- c. A comprehensive pricing sheet for Special Services provided
- d. Detailed justification for any price increase in the proposed budget for the contract term

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.

8.3 RFP Checklist The Prospective Bidder must complete the RFP Checklist (**Attachment 16**) and submit the completed form with its proposal.

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.

10.1 Evaluation Committee The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified employees (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any Contractor.

10.2 Requests for Additional Information The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor’s representative to answer questions throughout the evaluation process with regard to the Contractor’s proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

- 10.3 Evaluation Criteria The Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.alameda.courts.ca.gov/general-information/contract-opportunities>

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Cost/Pricing factors. Cost/Price must be inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason.	40
Technical Proposal. Contractor will be rated on the quality of the work Plan and methodology submitted in the Proposal, including the Contractor's ability to high quality customer service and the Contractor's ability to provide services to each court location as specified in Attachment 17 and Attachment 18 .	50
Experience on Similar Assignments and Financial Qualifications	5
Acceptance of Terms and Conditions	5
TOTAL POINTS (not including DVBE Incentive)	100
DVBE Incentive	5

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regard to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

11.0 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.**

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for an application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court’s sole determination, Prospective Bidder has met all applicable requirements. If 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 10.5 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Prospective bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder Declaration (**Attachment 9**). Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Prospective Bidder must submit with its proposal a DVBE Declaration (**Attachment 10**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be Required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Protest Hearing Officer
RFP SC 1806.2023.1.JG
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 SC 1806.2023.1.JG
1225 Fallon Street, Room 210
Oakland, CA 94612