

# REQUEST FOR PROPOSALS

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

**REGARDING:**

IT Disaster Recovery Plan

**PROPOSALS DUE:**

May 27, 2025 NO LATER THAN 2:00 P.M. PACIFIC TIME

## KEY INFORMATION SUMMARY SHEET

<b>Request for Proposal</b>	IT – Superior Court of California, County of Alameda – IT Disaster Recovery Plan
<b>RFP Number:</b>	RFP SC 1901.2025.1.CF
<b>RFP Issue Date:</b>	May 9, 2025
<b>RFP Issuing Office:</b>	Office of Information Technology
<b>Procurement Contact:</b>	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1901.2025.1.CF 1225 Fallon Street, Room 210 Oakland, CA 94612
<b>e-mail:</b>	bidquestions@alameda.courts.ca.gov
<b>Proposals are to be sent to:</b>	bidquestions@alameda.courts.ca.gov
<b>Timeline for this RFP</b>	
<b>Pre-Proposal Conference</b>	May 15, 2025@ 10:00 AM Pacific Time  <a href="https://alameda-courts-ca-gov.zoomgov.com/j/1606405313?pwd=9zGE2o77QRokEmrM0QahXd2OZCN9Zq.1">https://alameda-courts-ca-gov.zoomgov.com/j/1606405313?pwd=9zGE2o77QRokEmrM0QahXd2OZCN9Zq.1</a>
<b>Deadline for Questions:</b>	May 20, 2025
<b>Questions and Answers Posted (estimate only):</b>	May 23, 2025
<b>Proposal Due (Closing) Date and Time:</b>	May 27, 2025 no later than 2:00pm Pacific Time
<b>Interview and Demonstration Dates (estimate only):</b>	May 30, 2025
<b>Evaluation of Proposals (estimate only):</b>	May 28, 2025 – June 2, 2025
<b>Public Opening of Cost Portion of Proposals:</b>	June 3, 2025 at 10:00 AM Pacific Time  <a href="https://alameda-courts-ca-gov.zoomgov.com/j/1618611850?pwd=Tfhix4l47Pia2paZMHZTbDHSv7qbNv.1">https://alameda-courts-ca-gov.zoomgov.com/j/1618611850?pwd=Tfhix4l47Pia2paZMHZTbDHSv7qbNv.1</a>
<b>Notice of Intent to Award (estimate only):</b>	June 4, 2025

<b>Negotiations and Execution of Contract</b> ( <i>estimate only</i> ):	June 5, 2025 – June 13, 2025
<b>Contract Duration:</b>	June 16, 2025 – June 15, 2026 with options to extend: First Option Term: June 16, 2026 – June 15, 2027 Second Option Term: June 16, 2027 – June 15, 2028 Third Option Term: June 16, 2028 – June 15, 2029 Fourth Option Term: June 16, 2028 – June 15, 2030
<b>RFP Attachments</b>	
<b>Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)</b>	These rules govern this solicitation.
<b>Attachment 2: Terms and Conditions</b>	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”).
<b>Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions</b>	<p>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.</p> <p>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.</p> <p><b>Note: A material exception may render a proposal non-responsive.</b></p>
<b>Attachment 4: General Certifications Form</b>	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5: Darfur Contracting Act Certification</b>	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

<b>Attachment 6: Payee Data Record Form</b>	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
<b>Attachment 7: Iran Contracting Act Certification</b>	The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. <i>Only for solicitations of \$1,000,000 or more</i>
<b>Attachment 8: Unruh and FEHA Certification</b>	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. <i>Only for solicitations of \$100,000 or more</i>
<b>Attachment 9: Small Business Declaration</b>	The Prospective Bidder must complete this form only if it wishes to claim the small business preference associated with this solicitation.
<b>Attachment 10: Bidder Declaration</b>	The Contractor must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
<b>Attachment 11: DVBE Declaration</b>	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
<b>Attachment 12: Question and Answer Form</b>	Prospective Bidder must use the attached form to submit any questions.
<b>Attachment 13: Reference Check Form</b>	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
<b>Attachment 14: Technical Proposal Template</b>	Prospective Bidder must their proposal using the Technical Proposal Template.
<b>Attachment 15: Check List</b>	RFP Checklist.

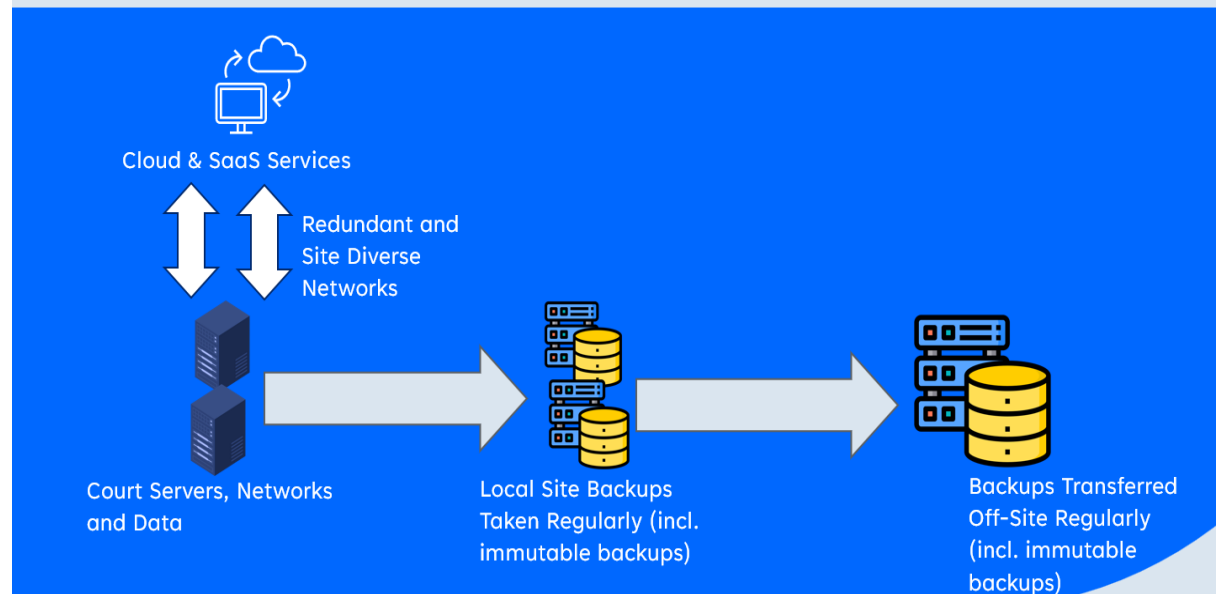
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## **1.0 BACKGROUND INFORMATION**

- 1.1 The Superior Court of California, County of Alameda (“Court”), is one of fifty-eight (58) trial courts of general jurisdiction in California with approximately 73 Judges and 10 Commissioners. The Court employs approximately 670 people in more than ninety (90) different job classifications to perform a wide range of non-judicial functions.
- 1.2 The Court is seeking proposals from qualified vendors to develop or enhance an Information Technology Disaster Recovery Plan (ITDRP) that ensures continuity, protects critical systems and data, and enables timely recovery in the event of a disaster. The proposed plan should align with industry best practices and regulatory requirements.
- 1.3 The Court has recently updated it’s overall Continuity of Operations Plan (COOP) for essential Court functions. While the Court’s Office of Information Technology (OIT) has existing disaster recovery and resiliency capabilities for system recovery, the Information Technology (IT) plan has not been re-aligned with the new essential functions continuity planning and needs to be developed in order to create a holistic continuity program within the Court. The diagram below depicts a high level of the IT data resiliency capabilities.

## Court IT Data Resiliency – High Level



A. To summarize, the Court has redundant and site diverse network connectivity. Court systems are backed up with backup copies stored on-site and replicated off-site. Backups include immutable copies.

- 1.4 The existing IT resiliency capabilities cover a broad range of systems and may have dependencies or integrations with third parties.

## 2.0 DESCRIPTION OF GOODS AND SERVICES

- 2.1 The Court is seeking consulting services that can develop a new and improved holistic continuity/disaster recovery program that considers a tiered system, documenting systems and applications architecture, network and hardware requirements, local recovery, failover/failback, back-up and restore, or other reference architectures. This could involve documenting incident escalation protocols, determining a major incident playbook and/or protocols, documenting data centers (site access, images of cages/equipment, workspace, support systems/vendors, food/lodging nearby to staff, available supplies, etc.), validation

and testing requirements, and documenting any externally hosted/third party/external DR plan(s).

2.2 Several examples of other areas we are seeking expertise in are:

A. Review Information Technology (IT)-managed service-level agreements from SaaS providers to determine fitness for resiliency:

- i Provide Recommendations if needed with respect to disaster recovery and continuity to meet operational resiliency requirements.
- ii Contractual vs. Leveraging Existing IT Technical Capabilities vs. Other Alternatives.

B. Evaluate the overall IT resiliency capabilities with respect to required Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) and supporting staff process, capabilities, and maturity.

- i Evaluate cost effectiveness of current IT resiliency capabilities with respect to capabilities and recommend architecture changes based on recommended reference architectures.
  - a) Warm-standby vs. pilot-light vs. full restore from backup vs. other reference architectures.

C. Build IT staff training for Emergency communication protocols and processes for IT staff (monitoring vs. calling out to emergency response staff vs. notices to the public.)

D. Identify and create associated artifacts for each area above and review with appropriate stakeholders.

E. Assist in maturing a RACI (responsible, accountable, consulted) matrix with respect to integrate with any dependent Court service teams (Emergency Services, Facility Services, Operational Divisions, etc.)

2.3 Should the proposed consulting services under the agreement propose procuring of goods and equipment, the Court may proceed with the proposed SOW to include the proposed goods/equipment as part of the agreement through the



agreement awarded as a result of this RFP, or in the form of an amendment to the executed agreement.

**Note:** Proposals for procurement of goods and equipment will be evaluated for informational purposes only and will not be considered part of the Evaluation Criteria (Section 7.5).

- 2.4 Deliverables outlined in the RFP must be completed and performed at each prospective bidder's own facility using bidder's own business equipment and system, etc.

### **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. Purchase Order number.
- C. Invoices must be submitted to the Court's Accounts Payable Unit at [accountspayable@alameda.courts.ca.gov](mailto: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 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 provided for in the agreement between the Court and selected Contractor.

### 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 and Change Orders

- A. From time to time during the term of this Agreement, the Court and Contractor may mutually agree on a change to the Work (Section 2.0), which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a “Change”), including: (i) a change to the scope of Work; (ii) changes mandated by agencies having authority over the project; (iii) changes due to unforeseen site conditions. In the event the Court and Contractor agree on a Change, the Court will issue an amendment documenting the change that will be duly executed by the Court and Contractor.

## 4.0 PRE-PROPOSAL CONFERENCE

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

Attendance at the pre-proposal conference is **optional**, although, Prospective Bidders are strongly encouraged to attend as Court Information Technology staff will be present for questions and discussion as it relates Prospective Bidders’ proposals for this RFP.

## 5.0 SUBMISSIONS OF PROPOSALS

- 5.1 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. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted via Zoom or by phone. The Court will notify eligible Prospective Bidders regarding interview arrangements.
- 5.2 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.

- 5.3 The Prospective Bidder must submit its proposal in two parts, the Technical Proposal and the Cost Proposal Pricing Form by the date and time listed on the coversheet of this RFP.

- A. The proposals must be emailed to [bidquestions@alameda.courts.ca.gov](mailto: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.

- 5.4 Late proposals will not be accepted.

- 5.5 Questions. Interested parties may submit a request for clarification, modifications, or questions to the Court using the Question and Answer Submission Form, provided in Attachment 12, Question and Answer Form. Requests shall be submitted via email to [bidquesitons@alameda.courts.ca.gov](mailto:bidquesitons@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.

- 5.6 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Submission Form Attachment 12.

## **6.0 PROPOSAL CONTENTS**

- 6.1 Technical Proposal. The following information must be included in the technical proposal (Attachment 15). 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. 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 (Attachment 15). Any incomplete Technical Proposal lacking 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 their 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 (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

**Note: A material exception to a Minimum Term will render a proposal non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.**

- 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.

- iii. Copies of the Prospective Bidder's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- iv. The Prospective Bidder must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
- v. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.
- vi. 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 information at any time during the solicitation process.

- vii. The Prospective Bidder must complete the Reference Check Form (Attachment 13) and submit the completed form with its proposal.

6.2 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.

- A. Total All-Inclusive Maximum Price – The cost proposal should contain all pricing information relative to the development of a new Information Technology Disaster Recovery Plan for the Court as described in this request for proposal.

Note: The Court will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

- B. A full explanation of all budget line items, including Labor and Services, in a narrative entitled "Budget Justification."
- C. A "not to exceed" total for all work and expenses payable under the contract.
- D. As stated in Section 2.3, Prospective Bidders are welcome to submit any equipment and goods recommendations as part of their proposal as IT DR Plan deliverables, however, these recommendations will not be considered in

the evaluation of the proposals, only for possible inclusion in the awarded contract.

E. Pricing and Price Adjustments:

- i. Contractor will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes should be included as a separate line item on a Contractor's invoice.
- ii. The Contractor's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. Contractor must explain the proposed process to implement price changes, and how the Court will be notified.

**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.

**7.0 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.

**8.0 EVALUATION OF PROPOSALS**

Technical proposals will be evaluated and scored by an evaluation committee. The technical scores will be posted to the Court's website prior to the Public Opening of Cost Proposals. The Court may not make an award to a bidder with a technical score less than 75% of the overall technical score (30 points).

The cost portion of proposals will be publicly opened at the date and time noted in the RFP Timeline.

8.1 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 personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor.

8.2 Evaluation of Cost Proposals. Cost sheets, cost proposals, and/or submitted quotes, may be reviewed only if a proposal is determined to be otherwise qualified. Where more than one-line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated

Contractor, either on the basis of individual items, combination of items as specified in the solicitations, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

- 8.3 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.
- 8.4 Minimum Qualifications. To be considered for full evaluation and possible reward, Contractors must meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Contractor and any proposed Subcontractors).

No.	Minimum Qualification
1	Five (5) or more years of experience providing quotes for government entities, public sector clients. Such services to be the same or substantially similar to those described in description of Goods and/or Services (Scope of Work). Contractor’s proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
2	Contractor shall not be currently under suspension or debarment by any state or federal government agency and Contractor shall not be tax delinquent with the State of California or Federal Government (reference Additional Document, “Bidder/Prospective Bidder Submissions Forms & Certifications”).
3	Contractor must hold any/all required licenses and permits to conduct business in the State of California, County of Alameda and, if a corporation, must be in good standing within the State of California.
4	Contractor must meet insurance requirements or show proof of ability to meet the requirements of such coverage, as set forth in Attachment 2, IT Agreement.
5	Contractor shall certify that is has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities. (Reference Additional Document, “Bidder/Prospective Bidder Submission Forms & Certifications”).
6	Pursuant to Public Contract Code (PCC) section 2204, and Iran Contract Act certification is required for solicitations of goods or services of \$1,000,000 or more. Contractor must complete the Iran Contracting Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, “Iran Contracting Act Certification Form”).
7	Pursuant to Public Contract Code (PCC) section 2010, an Unruh Civil Rights Act certification is required for solicitations of goods or services of \$100,000 or more. Contractor must complete the Unruh Civil Rights Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, “Unruh Civil Rights Act Certification Form”).

The Contractor must specifically state in its Executive Summary how it meets/complies with or will meet/comply with each minimum qualification specified above. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications may be considered for a full evaluation and a possible contract award.



- 8.5 **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>. 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.

CRITERION	MAXIMUM NUMBER OF POINTS
<b>Cost/Pricing factors.</b> Cost/Price must be inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason.	40
<b>Technical Proposal.</b> Contractor will be rated on the quality of the Work Plan and Methodology submitted in the Proposal, including Contractor's commitment to high quality customer service, and Contractor's ability to meet the Technical Requirements for each item outlined in the Technical Qualifications.	40
<b>Experience on Similar Assignments</b>	10
<b>Acceptance of Terms and Conditions</b>	10
<b>Total Points</b> (Not including DVBE Incentive)	100
<b>DVBE Incentive.</b> Contractor's that qualify for the DVBE incentive will receive the additional DVBE Incentive points.	5

## 9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** Except as required by law, the Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the

proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Prospective Bidder to the potential public disclosure of its proposal content, as set forth in this Section 12. **Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

## **10.0 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 8.5 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 10). 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 11) 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 is Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

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

clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

If this 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.

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.**

## **11.0 SMALL BUSINESS PREFERENCE**

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

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

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

If the Prospective Bidder wishes to seek the small business preference, the Prospective Bidder must complete and submit with its proposal the Small Business Declaration (Attachment 9). The Prospective Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

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

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

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

## **12.0 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. 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 1901.2025.1.CF  
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 1901.2025.1.CF  
1225 Fallon Street, Room 210  
Oakland, CA 94612