

# REQUEST FOR PROPOSALS

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

**REGARDING:**

Records Management, Storage and Retrieval Services  
SC 5821.2025.2.JG

**PROPOSALS DUE:**

DECEMBER 16, 2025, NO LATER THAN 2:00 P.M. PACIFIC TIME

## KEY INFORMATION SUMMARY SHEET

<b>Request for Proposal</b>	Non-IT – Superior Court of California, County of Alameda – Records Management, Storage and Retrieval Services
<b>RFP Number:</b>	SC 5821.2025.2.JG
<b>RFP Issue Date:</b>	November 18, 2025
<b>RFP Issuing Office:</b>	Records Management
<b>Procurement Contact:</b>	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 5821.2025.2.JG 1225 Fallon Street, Room 210 Oakland, CA 94612
<b>e-mail:</b>	<a href="mailto:bidquestions@alameda.courts.ca.gov">bidquestions@alameda.courts.ca.gov</a>
<b>Proposals are to be sent to:</b>	<a href="mailto:bidquestions@alameda.courts.ca.gov">bidquestions@alameda.courts.ca.gov</a>
<b>Timeline for this RFP</b>	
<b>Deadline for Questions:</b>	December 8, 2025
<b>Questions and Answers Posted (<i>estimate only</i>):</b>	December 11, 2025
<b>Proposal Due (Closing) Date and Time:</b>	December 16, 2025, no later than 2:00PM PT
<b>Evaluation of Proposals (<i>estimate only</i>):</b>	December 17, 2025 through January 14, 2026
<b>Notice of Intent to Award (<i>estimate only</i>):</b>	January 20, 2026
<b>Negotiations and Execution of Contract (<i>estimate only</i>):</b>	January 26, 2026 to February 27, 2026
<b>Contract Duration (<i>estimate only</i>):</b>	March 1, 2026 through February 28, 2027 with three (3) two-year options to extend through February 28, 2033.
<b>RFP Attachments</b>	
<b>Attachment 1: Administrative Rules Governing RFPs (Non-IT 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.
<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.
<b>Attachment 9: Bidder Declaration</b>	The Prospective Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.

<b>Attachment 10: DVBE Declaration</b>	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.
<b>Attachment 11: Question and Answer Form</b>	Prospective Bidder must use the attached form to submit any questions.
<b>Attachment 12: Contact Sheet</b>	Prospective Bidder must complete the contact information and submit with proposal.
<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 submit their proposal using the Technical Proposal Template.
<b>Attachment 15: Cost Proposal Template</b>	Prospective Bidder must propose the cost using the Cost Proposal Template.
<b>Attachment 16: Checklist</b>	RFP Checklist is a reference checklist that lists the required documents and attachments to complete and submit with both the Technical Proposal and Cost Proposal.

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## **1.0 BACKGROUND INFORMATION**

The Superior Court of California, County of Alameda (“Court”) is issuing this Request for Proposal to obtain a vendor for Records Management, Storage and Retrieval Services. The Court operates ten courthouses within the County of Alameda:

- Rene C. Davidson Courthouse  
1225 Fallon St., Oakland, CA 94612
- Wiley W. Manuel Courthouse  
661 Washington St., Oakland, CA 94607
- Juvenile Justice Courthouse  
2500 Fairmont Dr., Ste. C3013, San Leandro, CA 94578
- Hayward Hall of Justice  
24405 Amador St., Hayward, CA 94544
- George E. McDonald Courthouse  
2233 Shore Line Dr., Alameda, CA 94501
- Berkeley Courthouse  
2120 Martin Luther King Jr. Way, Berkeley, CA 94704
- Fremont Hall of Justice  
39439 Paseo Padre Pkwy., Fremont, CA 94538
- East County Hall of Justice  
5151 Gleason Dr., Dublin, CA 94568
- Administration Building  
1221 Oak Street, 3<sup>rd</sup> and 4<sup>th</sup> Floors, Oakland, CA 94612
- John George Psychiatric Pavilion  
2060 Fairmont Dr., San Leandro, CA 94578

The Court currently has approximately 32,908 boxes of records in an off-site storage in Fremont, California. Of the total, 80 are microfilm boxes, 32,582 boxes are 1.2 cubic feet, 94 boxes are 2.0 cubic feet, 69 boxes are 2.4 cubic feet, 40 boxes are 3.0 cubic feet, and 43 boxes are 3.6 cubic feet.

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

The Court seeks the services of an entity with expertise in Records Management, Storage and Retrieval Services.

### **2.1 Transition Services**

- A. Contractor must assume full responsibility for transferring all of the Court’s records stored at its current storage facility to the new facility.
  - i. Contractor will be responsible for providing all necessary personnel, equipment, and materials required to complete the transfer.
  - ii. Contractor will be responsible for securely handling and transporting documents during transit.

- iii. Contractor will provide secured and protected containers/boxes to ensure documents are not damaged during transit.
- iv. Contractor will provide new bar coding, labeling, data entry, and inventorying for all boxes to be stored at the Contractor's facility at the beginning of the contract period.
- v. Contractor must provide the process, timeline, and any cost for acquiring the Court's boxes from the current facility.
- vi. Contractor will replace boxes damaged during transfer from the current facility to the new facility, at no extra charge. Should such damage occur, contractor will provide a report detailing which boxes were damaged and replaced.
- vii. Upon successful completion of the transfer, contractor will provide an inventory report of the boxes moved to the new storage facility.

## **2.2 Records Management and Records Storage**

- A.** Contractor must be able to provide enough storage capacity for the current inventory as indicated in Section 1.0 Background Information (approximately 32,908 boxes) at the initiation of the contract.
- B.** Contractor must store boxes and/or files at a single secure facility located within 25 miles of the Courthouses for easy accessibility.
- C.** Contractor must maintain labeling and scanning capabilities to retrieve, re-file, destroy, and remove files.
- D.** Re-filing and interfiling services shall be provided for all retrieved items.
- E.** Contractor must notify, retrieve, retain, and destroy records according to the request of the affected Court divisions and provide clarifications of destruction as required. Retention and destruction shall be pursuant to California Government Code 68151-68153.
- F.** All Court records must be stored in a manner that reasonably assures their preservation against loss, theft, defacement, or destruction.
- G.** Contractor shall provide security authorization procedures for accessing records and shall ensure that no Court records are accessed except in accordance with those procedures.
- H.** The inventory status must be updated within twenty-four (24) hours of activity.

- I. Contractor shall accommodate special projects and handling of all Court records as needed and authorized by appropriate Court personnel.

## **2.3 Storage Facility Requirements**

### **A. Security**

- i. Have anti-intrusion alarm systems that are monitored twenty-four (24) hours a day, seven (7) days a week, to prevent unlawful entry after hours.
- ii. Meet or exceed all codes for permanent records storage for security against theft, damage, and unauthorized access, including without limitation security guard patrols, a secure structure, content damage controls, and alarm systems
- iii. Have secure loading and unloading areas.

### **B. Environmental Controls**

- i. Provide a level of protection consistent with industry standards and meet all applicable and current requirements of the National Fire Protection Association.
- ii. Constructed and equipped with fire safety systems as required by the California Fire Code and other applicable codes.
- iii. Location should be cool, dry, and dark with stable temperature and humidity to protect records from degradation.
- iv. Has a separate, secure, and climate-controlled vault or room, with specific temperature and humidity controls to prevent decay and protected from fire, water, and dust, with appropriate fire detection and suppression systems for magnetic media records (microfiche, microfilm, etc.).
- v. Roof must be non-combustible construction and leakproof.
- vi. Cannot be located within a floor area that would pose flooding risks.
- vii. Cannot house any hazardous materials.
- viii. Maintain storage facility to a professional standard of care, preventing conditions that attract pests.



### **C. Structural and Storage Systems**

- i. Shelving and racking must be industrial style, meet seismic bracing requirements, and be properly braced to prevent collapse, even under full load.
- ii. If compact mobile shelving is used, it must allow for proper air circulation and fire protection.

### **D. Regulatory Compliance**

- i. Records must be kept and preserved according to “commonly recognized archival principles and practices of preservation”.
- ii. Must comply with all applicable state and local building codes, as well as other specific legal or professional regulations relevant to the type of legal records being stored.
- iii. Must ensure compliance with any and all requirements imposed by law for a records storage/retention facility.

## **2.4 Records Retrieval Services**

- A.** All requests must be submitted through the online service provided by Contractor. Contractor must decline fax and phone requests. The Court will not pay Contractor for any requests that are made by fax or phone by Court personnel.
- B.** Contractor must transport records from the Court department locations to the Contractor’s storage facility on an on-going basis.
- C.** Contractor must be able to pick up and deliver to all Courthouse locations.
  - Berkeley Courthouse
  - East County Hall of Justice
  - Fremont Hall of Justice
  - George E. McDonald Courthouse
  - Hayward Hall of Justice
  - Juvenile Justice Center
  - Rene C. Davidson Courthouse
  - Wiley W. Manuel Courthouse
  - Administration Building
  - John George Psychiatric Pavilion
- D.** Contractor must provide tracking workflow for the pickup and delivery of all documents.

- E. Contractor will be responsible for securely handling and transporting documents during transit.
- F. Contractor will provide secure and protected containers/boxes to ensure documents are not damaged during transit.
- G. Contractor must combine delivery and pickup of boxes into one trip when requested, at no extra charge.
- H. The standard practice is to return items to storage in conjunction with other normally scheduled deliveries. Contractor shall advise the requestor from a Court division of the standard practice when requests are made.
- I. Contractor will replace boxes damaged during transportation from delivery and pickup of boxes, at no extra charge. Should such damage occur, contractor will provide a report detailing which boxes were damaged and replaced.
- J. Contractor must be able to provide Services in a timely manner.
  - i. If requests are made Monday through Friday between 8:00 AM and 5:00 PM, records must be delivered by 5:00 PM next business day.
  - ii. If requests are made Monday through Friday between 5:00 PM and 8:00 AM, records must be delivered by 5:00 PM the second business day.
- K. Contractor must deliver requested boxes and/or files during the Court's regular business hours 8:00 AM to 5:00 PM, Monday through Friday, excluding Court holidays.
- L. Contractor must retrieve and deliver "priority" and "rush" requests throughout the courthouse locations. Priority is defined as within four (4) business hours, and rush is defined as within two (2) business hours.

## 2.5 Shredding, Permanent Removal or Destruction Services

- A. Contractor must offer services for shredding, permanent removal, or certified destruction of records stored at the facility.
  - i. **Non-Confidential Records.** Destruction and/or permanent removal (including retrieval from storage location and delivery to a location designated by the Court) of non-confidential records may be performed by any method the Contractor chooses, and Contractor shall confirm in writing (maybe via email) once permanent removal and/or destruction have been completed to the division's Primary Contact and/or Primary Contact's designee.

- ii. **Confidential Records.** Destruction of confidential records shall include notification of certified destruction provided by Contractor directly to the requesting division's Primary Contact and/or Primary Contact's designee within ten (10) days of request for destruction. Documents shall be rendered illegible by shredding, which may be performed offsite by third-party vendor. If the destruction is to be performed by a third-party vendor, Contractor shall provide proof of certification of the third-party vendor to the Court prior to Contractor providing any documents to the third-party vendor for destruction. If there is a change in third-party vendors during the term of this agreement, the Primary Contact or Primary Contact's designee shall be notified in writing at least thirty (30) days prior to the change in vendors.
  - iii. **High-Security Records.** The Court may designate certain documents as high security. Examples include criminal, adoption, and mental health records. Such documents shall be destroyed by Contractor through mulching, which may be performed offsite by a third-party vendor. If the mulching is to be performed, Contractor shall provide proof of certification of the third-party vendor to the Court prior to Contractor providing any documents to the third-party vendor for mulching. If there is a change in third-party vendors during the term of this agreement, the Primary Contact or Primary Contact's designee shall be notified in writing at least thirty (30) days prior to the change in vendors.
- B. Contractor must ensure confidentiality of all destroyed records is maintained throughout the destruction process.
  - C. The certified destruction shall be performed by either shredding, incineration, or mulching.
  - D. Contractor must provide the Court with a certificate of destruction for records destroyed within ten (10) days of request for destruction.
  - E. Contractor shall immediately suspend destruction due to litigation, audit, or upon other request by authorized Court contacts.

## 2.6 Subcontractors

- A. Contractor will not use subcontractors unless the Court has specifically approved the use of subcontractors in writing.

## 2.7 Account Manager/Support Staff

- A. Contractor shall provide a dedicated competent Account Manager who shall be responsible for the Court's account.

- B.** Contractor shall provide adequate and competent support staff that shall be able to service this account during business hours (defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding Court holidays). Such staff shall be knowledgeable about the terms of this Agreement and shall be able to quickly identify and resolve any issues including, but not limited to, order and invoicing problems.

## **2.8 Reports**

- A.** Contractor must provide the Court, at no charge, with access to a computerized system or a quarterly report sent to the Court's Project Manager that provides the total quantity of boxes and identifies each record box in storage by box number, bar code, box size, department, cost center, minor description, and status (checked in/checked out).
- B.** Contractor must provide the Court annually, at no charge, a master summary report of the total activities, storage volumes, and fees by division, and of consolidated activities, storage volumes, and fees for the entire Court. The report will include the following:
- Time period
  - Quantity of storage containers by size
  - Location of said storage containers
  - Activity description
  - Quantity per activity
  - Activity unit charge and extended price
- C.** Contractor must provide, at no charge, inventory reports for all records that have been entered into the inventory for each individual division. Reports shall be hard copied and/or an e-mailed electronic file as requested by the individual Court contacts.
- D.** Contractor must provide the Court, at no charge, with activity reports that include history for checked out, permanently removed, and destroyed inventory, upon request.
- E.** Contractor must provide the Court, at no charge, with a delivery manifest that clearly identifies all aspects of the pick-ups and deliveries including, but not limited to, order number, name of person who placed the order, contact person if different than the requestor, and box identifier (bar code number, box number, file number, etc.).
- F.** If applicable, Contractor will provide training as needed and at no charge, for the Court to have online access services such as real-time Internet access to records information.

## **2.9 Other Requirements**

- A.** Contractor must provide services 24 hours a day, 7 days per week.
- B.** Contractor must possess and maintain all permits, licenses, and professional credentials to perform record retention and destruction services (including certifying destruction of confidential records).
- C.** Contractor must provide proof semi-annually of treatment and/or inspection for rodent and insect protection.
- D.** Contractor is responsible for all the contents stored in any of its storage facilities and for all recovery costs associated with any catastrophic occurrence(s) including, but not limited to, earthquakes, fires, damage, or theft.
- E.** Contractor must provide the Court with a written contingency plan addressing Contractor's ability to provide the services outlined in Section 2.0 Description of Services and Deliverables in the event of, among other things, natural disasters, terrorist attacks, fires, and other "acts of god," and Contractor shall certify that it is capable of performing in accordance with that plan.
- F.** Contractor will provide Court staff with training, if needed, relating to Contractor's workflow procedures.
- G.** Contractor must notify the Court of any procedural changes, through a written notification, at least sixty (60) days prior to implementing any procedural changes.

## **2.10 Optional Services**

- A.** Contractor will provide an automated inventory tracking system for tracking storage, retrievals, and refills.

## **3.0 PAYMENT INFORMATION**

- 3.1** Contractor must provide detailed monthly invoices for storage and services provided. All invoices must include for each storage and service, the rates, quantities, and amounts and specify the work order number and date of the work order.
- 3.2** The Court will process invoices within forty-five (45) days of receipt and approval by Court's Project Manager. All invoices must reference the Contractor's purchase order number which will be provided by the Court.
- 3.3** Invoices must be submitted to the Court's Accounts Payable department at [accountspayable@alameda.courts.ca.gov](mailto:accountspayable@alameda.courts.ca.gov), with a copy to the Project Manager's email.

- 3.4 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.
- 3.5 Any requests made outside of the contract scope of work will be considered a separate purchase order and will be processed in a separate purchase order.
- 3.6 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.
- 3.7 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 3.8 Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, Prospective Bidders are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment 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.

#### **4.0 SUBMISSION OF PROPOSALS**

- 4.1 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.
- 4.2 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.
- 4.3 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](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.
- 4.4 Late proposals will not be accepted.

## 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](mailto: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 PROPOSAL CONTENTS

The Prospective Bidder should refer to the RFP Checklist (**Attachment 16**) for a list of required documents and attachments to be included with your submission of the proposal contents below.

- 6.1 **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. Response to questions listed in Technical Proposal (**Attachment 14**).

B. 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 (**Attachment 2**) that implements all proposed changes, and (ii) 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.**

C. 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. The Prospective Bidder must complete the Payee Data Record Form (**Attachment 6**) and submit the completed form with its proposal.
- 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 and submit with its proposal the Bidder Declaration (**Attachment 9**) form, only if it wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation.
- vii. The Prospective Bidder must complete and submit with its proposal the DVBE Declaration (**Attachment 10**) for 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.
- viii. The Prospective Bidder must submit a completed Contact Sheet (**Attachment 12**) with its proposal.
- ix. The Prospective Bidder must complete and submit the Reference Check Form (**Attachment 13**) with its proposal by providing names, addresses, and telephone numbers of a minimum of three (3) clients for whom they have conducted similar services. The Court may check references listed by the Prospective Bidder.
- x. 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.



- xi. The Prospective Bidder must provide proof of current business permits, licenses, professional certifications, or other credentials as described in **Section 2.9 B**.
- xii. The Prospective Bidder must provide proof of treatment and/or inspection for rodent and insect protection as described in **Section 2.9 C**.
- xiii. The Court reserves the right to request Prospective Bidders proof of financial stability. The Court may request this information at any time during the solicitation process.

**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. Completed Cost Proposal Template (Attachment 15).**

- i. A detailed Cost Proposal showing cost of the proposed services.
- ii. A full explanation of each line item.
- iii. Include any and all transportation, administrative and service fees.

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**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

**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 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.

- 8.3 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>

CRITERION	MAXIMUM NUMBER OF POINTS
Customer Service (Attachment 14)	5
Location and Timeliness (Attachment 14)	5
Experience (Attachment 13, Attachment 14)	15
Records Transition and Retrieval Services (Attachment 14)	10
Shredding, Permanent Removal or Destruction Services (Attachment 14)	10
Security, Risk Management, and Compliance (Attachment 14)	15
Reports (Attachment 14)	5
Cost Proposal (Attachment 15)	30
Acceptance of the Terms and Conditions (Attachment 3)	5
<b>TOTAL POINTS</b> (not including DVBE Incentive)	<b>100</b>
DVBE Incentive (Section 10.0 Attachments 9 & 10)	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.

## 9.0 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.**

## **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 8.3 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.**

## **11.0 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 5821.2025.2.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 5821.2025.2.JG  
1225 Fallon Street, Room 210  
Oakland, CA 94612