

REQUEST FOR PROPOSALS

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

REGARDING:

Employee Service Recognition Awards

PROPOSALS DUE:

February 28, 2020 NO LATER THAN *3:00* P.M. PACIFIC STANDARD TIME

RFP Title: *Employee Service Recognition Awards*

RFP Number: *SC 1700.2020.1*

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1.0 BACKGROUND INFORMATION

- 1.1 The Court recognizes the achievements, loyalty and dedication of staff through an annual service awards ceremony. A part of that ceremony is providing gifts (awards) to staff who have worked for the Court starting at five years of service and continuing on in increments of five. These gifts are to recognize staff for their commitment to the mission and goals of the Court.
- The Superior Court of California, County of Alameda “Court”, is seeking qualified and experienced Contractors that can provide high quality employee recognition service awards along with consistent delivery and outstanding customer service. Contractor will create and activate a custom award selection website for the Court.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in employee service awards.

The Court expects the selected entity submitting a proposal (“Prospective Bidder”) to perform activities and responsibilities associated with the solicitation for up to one (1) year. If a contract is awarded, Services are expected to be performed by the Contractor for a period of one (1) year from **March 31, 2020** to **April 1, 2021**. (“Initial Term”) with the option to extend the Agreement for three consecutive one-year option terms under the same terms and conditions and compensation for each Option Term. Option terms to extend will be solely decided by the Court and at the Court’s discretion to offer and award Contractor on an annual basis.

The option terms are defined as: **First Option Term: April 1, 2021 to March 31, 2022**

Second Option Term: April 1, 2022 to March 31, 2023

Third Option Term: April 1, 2023 to March 31, 2024

2.1 CUSTOMIZED WEBSITE

If a customized website build is required, it shall be invoiced as soon as the contract is awarded. Website shall have a designated Court welcome page (landing page). Any future changes or alterations to the website requested by the Court that require additional fees shall not exceed an hourly rate of \$200 per hour.

Die, cuts, molds, tools, hobs, templates, etc. produced by Contractor and used in the manufacture of awards will remain property of the Contractor. Contractor shall retain title to all products manufactured for Court until Contractor receives payment for such products. Contractor agrees to replace any items shipped that are not received by the Court or awarded employee due to loss or misdirection of shipment. Contractor agrees to ship products within three business days of receipt of order.

2.2 AWARD ITEMS OVERVIEW

2.2.1 Once an order is placed by an employee on the website, the Court employee will receive by email a date, method of shipment and details of the order. The Court will be invoiced for each award ordered after the award is shipped.

Conceptualization, design, development, testing, and implementation of custom features and capabilities will be individually estimated and quoted at a rate of \$200/hour. These features and capabilities are limited to those that will not have multi-site impact.

2.2.2 Vendor shall be responsible for providing all necessary components, subcontract costs and any other parts required and/or necessary in order to provide a complete and operational Employee Service Recognition Awards Program for the Court.

2.2.3 There should be a recognizable increase in the value of items as the years of service increase. Contractor will have flexibility in suggesting the items to be offered for each service category. In evaluation of these items, consideration will be given to the quality, variety, workmanship and appearance of selection of choices for each service category.

2.5 CATALOG/BROCHURE

The selected Vendor's Catalog/Brochure shall be available in an electronic (web-based) format with the ability for Court employees to view and order awards. All costs associated with the creation, distribution, management, set-up, interface and delivery of all catalog/brochures shall be borne by the vendor.

2.6 ORDERING & DELIVERY

Court employees should be able to view and order awards via a secure online web portal or application.

Delivery of gift (award) selection shall be in the name of the employee, the department/division in which that employee works, and to one of the following addresses. Employee will denote which location, upon ordering:

Berkeley Courthouse c/o Frances Wilson 2120 Martin Luther King Jr. Way, Berkeley, CA 94704
East County Hall of Justice c/o Gloryann Labogin 5151 Gleason Drive, Dublin, CA 94568
Fremont Hall of Justice c/o Cynthia Eugene 39439 Paseo Padre Parkway
George E. McDonald Courthouse c/o Kashif Barlas, 1 st Floor Clerks Office

2233 Shoreline Drive, Alameda, CA 94501
Hayward Hall of Justice c/o Irma Aven, Admin Office, Suite 203 24405 Amador Street, Hayward, CA 94544
Juvenile Justice Center c/o Hillman Fang, Juvenile Court Administration, Room C3027 2500 Fairmont Drive, Suite C3013, San Leandro, CA 94578
Rene C. Davidson Courthouse c/o The Executive Office 1225 Fallon Street, Room 209, Oakland, CA 94612
Wiley W. Manuel Courthouse c/o Lisa Winfrey, Admin Office 661 Washington Street, Oakland, CA 94607

Items should be individually packaged per each employee or, if grouped into a larger package, should be individually packaged and identifiable per employee within the larger package. No additional sorting or packaging should need to be done by Court Human Resource staff.

Additionally, the selected Vendor shall provide the option for the employee to ship the gift to their home address.

All employee recognition items should be delivered within three to five (3-5) business days.

A tracking number should be provided via email to the Court employee and Court Human Resources assigned contact for every award that is shipped.

2.7 **PRICING & PAYMENT**

Price is to include delivery of all equipment, gift destination, to the locations listed herein. Pricing for services is to include all supervision as needed, all parts, equipment and materials, start-up fees, labor mileage, and any other expenses needed to complete the services required. Court will reject shipments sent C.O.D. or freight collect.

Vendor shall not require a minimum dollar level spend per year and shall invoice for products after delivery with net 45 payment terms. No pre-payment of any orders shall be allowed. All invoices shall be delivered electronically to accountspayable@alameda.courts.ca.gov. Vendor shall provide, at a minimum, an itemized invoice for each individual employee award shipment.

3.0 **TIMELINE FOR THIS RFP**

The COURT has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the COURT.

EVENT	DATE
RFP issued	<i>February 3, 2020</i>
Deadline for questions	<i>February 7, 2020 at 5:00pm (PST)</i>
Questions and answers posted	<i>February 11, 2020</i>
Latest date and time proposal may be submitted	<i>February 28, 2020 at 3:00pm (PST)</i>
Evaluation of proposals (<i>estimate only</i>)	<i>March 2-6, 2020</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>March 10, 2020</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>March 11-20, 2020</i>
Contract start date (<i>estimate only</i>)	<i>March 31, 2020</i>
Contract end date (<i>estimate only</i>)	<i>April 1, 2021</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: COURT Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign a Court Standard Form agreement containing these terms and conditions.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	Separate Attachment. This form contains information the COURT requires in order to process payments and must be submitted with the proposal. Form can be found as a separate attachment.
Attachment 7: Question and Answer Submission Form	Separate Attachment. Form must be submitted when Prospective Bidder has a question regarding the RFP. Answers will be posted onto the Court’s website.
Attachment 8: Reference List	Separate Attachment. Form to be used to submit list of clients that have used vendor’s services.

5.0 PAYMENT INFORMATION

5.1 The Court will process for payment invoices within net 45 days of receipt and approval by Court’s Project Manager. All invoices must reference contract number and purchase order number.

5.2 Vendor must provide written notice to Court of any and all excess charges and obtain Court’s consent prior to performing any additional service that would incur an excess charge. Court will not pay or reimburse vendor, or their employees, for travel, or any other related, expenses that are required as part of the Scope of Work.

5.3 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. 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.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original copy** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the COURT in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original copy** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the COURT in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Prospective Bidder must submit an electronic version of the **entire proposal** on **one (1) USB memory stick/flash drive**. The files must be in PDF, Word, or Excel formats
- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

**Superior Court of California, County of Alameda
Finance and Facilities Division**

Attn: Procurement Unit,
RFP SC 1700.2020.1
1225 Fallon Street, Room 210
Oakland, CA 94612

- 6.4 Late proposals will not be accepted.
- 6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

- 8.1 **Technical Proposal.** The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
 - a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer 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 Proposer's designated representative for purposes of this RFP.
 - c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
 - d. Names, addresses, and telephone numbers of a minimum of two clients for whom the Proposer has conducted similar services. The COURT may check references listed by the Proposer.
 - e. Acceptance of the Terms and Conditions.
 - i. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer 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 Proposer 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.

- f. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
 - iii. If Prospective Bidder is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Prospective Bidder is in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder conducts or will conduct (if awarded the contract) intrastate business in California, proof that Prospective Bidder is qualified to do business and in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder does not (and will not if awarded the contract) conduct intrastate business in California, proof that Prospective Bidder is in good standing in its home jurisdiction.

8.2 **Cost Proposal.** The following information must be included in the cost proposal.

- i. A detailed line item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”

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.

8.0 OFFER PERIOD

A Proposer'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.

9.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the COURT will post an intent to award notice at the Court's website:

<http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Customized website (Ref. 2.1)</i>	35
<i>Catalog Brochure (Ref. 2.5)</i>	10
<i>Ordering & Deliver (Ref. 2.6)</i>	28
<i>Cost Proposal (Ref. 8.2)</i>	27

10.0 INTERVIEWS

The COURT may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the COURT's offices. The COURT will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The COURT will notify eligible Proposers regarding interview arrangements.

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 Proposer 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 Proposer 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. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Alameda County Superior Court has waived the DVBE incentive in this solicitation.

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 Proposer 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 five (5) business days after the Court posts the intent to award. Protests must be sent to:

**Superior Court of California, County of Alameda
Finance and Facilities Division**

Attn: Melanie Lewis,

RFP SC 1700.2020.1

1225 Fallon Street, Room 210
Oakland, CA 94612