



REQUEST FOR PROPOSALS (RFP)

*SUPERIOR COURT OF
CALIFORNIA, COUNTY OF
ALAMEDA*

REGARDING:

Request for Proposals for the Superior Court of California's, County of Alameda Tenant Improvement Project at the Rene C. Davidson and East County Hall of Justice Courthouses located within Alameda County.

Tenant Improvements
RFP: SC 1806.2018.1

PROPOSALS DUE:
May 2, 2018
NO LATER THAN 3:00 P.M. PACIFIC TIME

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RFP - ATTACHMENTS

- 1. Administrative Rules Governing RFPs (Non-IT Services) - *These rules govern this solicitation.*
- 2. If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
- 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.*
- 4. General Certifications Form - *The Proposer must complete the General Certifications Form and submit the completed form with its proposal.*
- 5. Darfur Contracting Act Certification - *The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.*
- 6. Payee Data Record Form - *This form contains information the Court requires in order to process payments and must be submitted with the proposal.*
- 7. Unruh and FEHA Certification
- 8. Proposed Floor plans (will be provided during walkthrough)
- 9. N/A
- 10. Form for Submission of Questions
- 11. Cost Proposal Form
- 12. Designated Subcontractor List Form
- 13. Tool Control Policy

1.0 Introduction

- a. This Request for Proposals ("RFP") is the means for interested construction firms ("Firm(s)") to submit their Statements of Qualifications ("SOQ") and Fee Proposals (collectively, "Proposal(s)") to the Superior Court of California, County of Alameda ("Court") for the services described herein. The RFP and all related documents and addenda are available in electronic form at www.alameda.courts.ca.gov.

The Court's Facilities Unit is responsible for providing quality facilities management. The unit ensures that Court facilities are safe, secure, and operable in compliance with all applicable laws, codes, and regulations. The Facilities Unit coordinates judicial and staff moves, is responsible for asset and key management throughout the Court, and oversees the building access system.

2.0 Purpose of RFP

- a. The Court seeks to retain the services of a qualified general construction Firm to complete the Tenant Improvements project described herein and in the Contract Documents ("Project"). The Court is seeking Statements of Qualifications and Proposals from Firms to provide Tenant Improvement construction services for the Project, subject to the conditions described in this RFP.
- b. The Court intends to award the Project to one firm and issue a Notice to Proceed in a timely manner following the selection process indicated herein.

3.0 Project Description and Site Information

a. Project Description

- i. The Project includes demolition and disposal, carpentry, paint, carpet, electrical, data, and furniture installations. The project requires coordination with the Court to ensure its continued operation throughout the project as set forth in the Contract Documents.
- ii. **Rene C. Davidson Court House, Room M104.**
 - Demolish and dispose of existing office furniture and carpet
 - Patch and paint office suite (Swiss Coffee).
 - Install new Mohawk Pure Genius Carpet Tile.
 - Install new Haworth office cubicles and various office furniture pursuant to the attached floor plan (Attachment 8). The court will supply all furniture.
 - Install electrical and data connections as needed from the wall to the

new cubicles.

iii. Rene C. Davidson Court House, Room 105, M105, and M107.

- Demolish and dispose of existing office furniture and carpet.
- Patch and paint office suite (Swiss Coffee).
- Install new Mohawk Pure Genius Carpet Tile.
- Install new office furniture pursuant to the attached floor plan (Attachment 8). The court will supply all furniture.
- Install electrical and data connections as needed from the wall to the new cubicles.

iv. Rene C. Davidson Court House, Room M109

- Demolish and dispose of existing office furniture and carpet.
- Patch and paint office suite (Swiss Coffee).
- Install new Mohawk Pure Genius Carpet Tile.
- Install new office furniture pursuant to the attached floor plan (Attachment 8). The court will supply all furniture.

v. East County Hall of Justice, Courtrooms 701 thru 713.

- Modify existing witness stand to move witness seating location back approximately 18". All finishes to match existing.

vi. ADD/ALT: Storage and Staging.

- Provide storage and staging of new Court supplied furniture during construction

vii. Payment of Prevailing Wages.

- The selected Firm, and all subcontractors under the Firm, must pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. The Firm shall contact the Division of Labor Statistics and Research to find the

appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.

- The selected Firm shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

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

- The selected Firm shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. The Firm represents to the Court that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Each Firm acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.
- The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Firm shall post job site notices, as prescribed by regulation. The selected Firm shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project.

- b. **Estimated Schedule of Work:** Estimated start month, day, and year for the Project is **June 1, 2018**. The Project shall be completed within **121** consecutive calendar days from the start date. Project start and completion dates will be specified in the Court's Notice to Proceed ("Contract Time").
- c. **Work Hours:** Since the Work will be taking place in an occupied court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt court operations. Certain work will be required to be completed after hours or on weekends. It is estimated that approximately fifty percent (50%) of the performance of work may be completed during standard business hours, Monday to Friday, 7:00 am to 6:00 pm. However, when work will adversely affect Court proceedings, Court will require that work be performed when the Court is not in session. The Firm should expect that approximately fifty percent (50%) of the work will be required to be performed on a weekend (Saturdays and Sundays, 7:00 am to 6:00 pm) and/or after hours on business days (Monday to Friday, 6:00 pm to 5:00 am). The Project Manager will coordinate with the local jurisdiction and the selected Firm to establish the hours of work on a week to week basis. The Firm's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Firm will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.
- d. **License Requirements:** Interested Firms must hold and maintain a valid **Class B General Contractor** license from the State of California. The Firm's license must remain active and in good standing throughout the term of the Contract. The Firm shall notify the Court in writing in the event Firm's license expires, is suspended or has a change in signatory.
- e. **Examination of Contract Documents and Project Site:**
- i. **Review of Contract Documents.** Submission of Proposal by a Firm signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of work to be performed for the Project included in a Proposal. Submission of a Proposal shall constitute a Firm's express representation to the Court that the Firm has fully completed the following:
- Firm has visited the Project site for which they are submitting a Proposal and has examined thoroughly and understood the nature and extent of the Contract Documents, the applicable work for the Project, the Project site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of work or that relate to any aspect of the means, methods, techniques,
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sequences, or procedures of construction to be employed by the Firm and safety precautions and programs incident thereto;

- Firm has reviewed and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the Project and as-built conditions, underground facilities, and all other physical conditions at or contiguous to the applicable Project site or otherwise that may affect the cost, progress, performance, or furnishing of work for the applicable Project, as Firm considers necessary for the performance or furnishing of work for the Project at the amount set forth in the Cost Proposal, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Firm for such purposes;
- Firm has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- Firm has given the Court prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the Court is acceptable to Firm;

ii. Conditions Shown on the Contract Documents: Information regarding as-built conditions, or other conditions or obstructions, indicated in the Contract Documents (e.g. the plans and specifications for a Project), has been obtained with reasonable care, and has been recorded in good faith. However, the Firm may only rely on the accuracy of limited types of information as follows.

- As to aboveground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Firm is required to make such verification as a condition to bidding. In submitting its Proposal, Firm shall rely on the results of its own independent investigation. In submitting its Proposal, Firm shall not rely on Court-supplied information regarding aboveground conditions or as-built conditions.
- Firms may examine any available "as-built" drawings of previous work by giving Court reasonable advance notice. Court will not be

responsible for accuracy of "as-built" drawings.

- f. **Bonds:** The successful Firm for each Project will be required to furnish a Performance Bond and a Payment Bond both in the amount equal to 100% of the value of the contract for the applicable Project.
- g. **Insurance:** The successful Firm for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Agreement, Exhibit D, Project Insurance Requirements. Policy limits and insurance requirements are specified in the Agreement.
- h. **Backgrounds Checks.** The successful Firm will be required to comply with the Background Check provision set forth in Exhibit B, Section 21 of the Agreement. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person pursuant to the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Firm will not receive additional compensation or reimbursement from the Court for any costs related to escorting. The Court will pay for the cost of the background check (e.g. LiveScan), however, the successful Firm will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.
- i. **Substitution for Specified Items:**
 - i. Whenever in the Contract Documents any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, those references shall be deemed to be used for the purpose of facilitating the description of that material, process, or article desired, and shall be deemed to be followed by the words "or equal," except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion.
 - ii. The Agreement sets forth the process for requesting substitutions of specified items.
- j. **Warranty:** In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of **two (2) years** from the date of the Court's recordation of a Notice of Completion for the Project, and at the Court's sole option, Contractor shall either repair or replace any and all of that work that may be

defective in workmanship and/or materials, without expense whatsoever to the Court, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Court is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Court for any costs incurred by the Court with respect to repairing or replacing the work.

k. 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.
- iii. Note: A material exception to a Minimum Term will render a proposal non-responsive.

4.0 Schedule of Events

- a. In order to be considered, Proposals must be submitted to the Court in written form, no later than the time and date indicated in the Schedule of Events below. Firms must ensure compliance with the dates, times and processes set forth in the Schedule of Events.

Schedule of Events

EVENT	DATE
RFP issued	<i>March 30, 2018</i>
Deadline for questions	<i>April 16, 2018</i>
Pre-proposal Site Visit	<i>April 10, 2018 at 9:00 AM</i>
Questions and answers posted	<i>April 20, 2018</i>

EVENT	DATE
Latest date and time proposal may be submitted	<i>May 2, 2018 no later than 3:00 PM</i>
Evaluation of proposals (<i>estimate only</i>)	May 11, 2018
Notice of Intent to Award (<i>estimate only</i>)	<i>May 14, 2018</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>May 21, 2018</i>
Contract start date (<i>estimate only</i>)	<i>June 1, 2018</i>
Contract end date (<i>estimate only</i>)	<i>September 30, 2018</i>

- b. Firms assume all risk for ensuring receipt no later than the date and time specified in the Schedule of Events. The Court is not responsible for the failure of a Firm's choice of delivery service/method. The Court will not open, and will return, any Proposal received after the date and time specified in the Schedule of Events.
- c. **Changes to Process for Submitting Proposals and Schedule of Events.** The RFP and Schedule of Events are subject to change. The Court does not send notifications of changes to this RFP or the Schedule of Events to prospective Firms. The Court is not responsible for failure of any Firm to receive notification of changes in a timely manner. Firms are advised to visit the Court website (www.alameda.courts.ca.gov) frequently to check for changes and updates to the RFP and the Schedule of Events.
- d. **Pre-Submittal Actions and Events.**
- i. Send Email of Intent to Attend the Pre-Proposal Site Visit:
- Firms that intend to attend the pre-proposal site visit must notify the Court by sending an email to btalmadge@alameda.court.ca.gov with the RFP number and Firm name in the subject line. Firm's Intent to attend the pre-proposal site visit should include the name, address, telephone, fax number, and e-mail address and contact person for the Firm.
- ii. ***Pre-Proposal Site Visit: Attendance of Pre-Proposal Site Visit is MANDATORY. The Court will reject a proposal from any Firm who did not attend the Pre-Proposal Site Visit. Each Firm must be certain to check in at the Pre-Proposal Site Visit, as the attendance list will be used to ascertain compliance with this requirement.***

Pre-Proposal Site Visit will be scheduled at the site per the following:

Date:04/5/2018	Rene C. Davidson Courthouse located at 1225 Fallon St., Oakland, CA 94612	Time: 9:00 am
	East County Hall of Justice located at 5151 Gleason Dr., Dublin, CA 94568	Time: 12:00 pm

Attendance at both courthouse locations is mandatory.

5.0 Submission of Proposals

- a. Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Package 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, requirements, completeness and clarity of content.
- b. Firms must submit their Proposal Packages as follows:
 - i. Proposers must submit one (1) original and four (4) copies of the Proposal Package as described in **Section 6.0** of this RFP;
 - ii. The original must be signed by an authorized representative; and
 - iii. The Proposal Package (and the copy thereof) must be submitted to the Court in a single, sealed envelope, labeled as follows:

Statement of Qualifications
Submitted by (name of firm)
Tenant Improvement
Construction Services – SC 1806.2018.1

- c. Firms must submit PDF format files of the proposal package as described in **Section 6.0** of this RFP in electronic format as follows:
 - **One (1) USB or flash drive** - Please ensure electronic format is compatible with PCs;

- Please ensure proposal are in **Adobe PDF formats**; and
 - Please use the following naming convention for electronic files:
 - Name of Company RFP SC 1806.2018.1
- d. **Proposals must be delivered** by the date and time listed in the Schedule of Events of this RFP to:

Superior |Court of California, County of Alameda
Attn: Procurement, RFP SC 1806.2018.1
1225 Fallon Street, Room 210
Oakland, CA 94612

- e. Late Proposals will not be accepted. Any submittals received after the deadline will be rejected without review.
- f. Incomplete submittals may be rejected without review.**
- g. 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.
- h. **Questions.** Interested parties may submit a request for clarifications, modifications or questions to the Court using the Form for Submission of Questions, provided in (Attachment 10). Requests shall be submitted via e-mail to bidquestions@alameda.court.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.
- i. A Firm'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. In the event that the Firm with the highest scored Proposal refuses to execute a final contract for a Project within sixty (60) days of award, the Court reserves the right to award that Project to the Firm with the next highest scored proposal and execute a final contract with the Firm with the next highest scored proposal for that Project.
- j. TELEPHONE CALLS WILL NOT BE ACCEPTED.**

6.0 Proposal Packages - The Proposal Package (and the copy thereof) must contain the following items:

a. Cover Letter - Cover letters must include the following:

- Name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm;
- Name, title, address, telephone number, and email address of the individual who will act as the Firm's designated representative for purposes of this RFP; and
- The Cover Letter should be signed by an authorized representative of the Firm.

Cover letter should be no more than one (1) page.

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

b. Resumes and Key Staff Members

- Include resumes describing key staff members' background and experience in conducting the proposed activities. There is no limit on the number of key staff members proposed, but there is a limit of five (5) pages total.
- The resume submittals should be no more than five (5) pages total.

c. References and Experience

- i. General Contractor to provide references and information for the **five (5) most recent** installation projects for California public entities over \$100,000.00. In lieu of the preceding, Firm may provide references and information for the *three (3) most recent* construction projects completed on a courthouse in California. The references and information must include the following:

- (a) Identify the client, number of sites where work was performed, a description of services and work provided the timeframe for completion, the original project budget and final cost.
- (b) Identify the role of key team members that participated in the

project.

- (c) Provide a contact/ client reference with current contact information, including names, address and current telephone number for each project. The Court may check references listed by the Firm.

Please ensure contact information for all references is up-to-date.

References and information are to be no more than one (1) page for each project, for five pages.

- d. Proposer's Acceptance of Terms and Conditions (Attachment 3) - On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
- e. General Certifications Form (Attachment 4) - The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
- f. Darfur Contracting Act Certification (Attachment 5) - The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
- g. Unruh and FEHA Certification (Attachment 7) - The Proposer must complete the Unruh and FEHA Certification and submit the completed certification with its proposal.
- h. The original Cost Proposal Form (Attachment 11) – This form must be completed and signed by an authorized representative.
- i. Designated Subcontractors List (Attachment 12). Firm must list on the Designated Subcontractors List those subcontractors who will perform any portion of Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project in excess of one half of one percent (0.5%) of total Proposal amount. Failure to submit the Designated Subcontractors List shall result in the Proposal for the applicable Project to be deemed non-responsive.
- j. Project Schedule – Firm must submit an Gantt chart project schedule. The project must be outlined and phases according to the project description (**Section 3.0 - Project Description and Site Information**) in this RFP.

7.0 Evaluation of Proposals

a. General.

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

b. Scoring of Proposals.

The Court will evaluate the proposals for each Project on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored Proposal using the criteria described in Section 2.0 of this RFP.

EVALUATION CRITERION	MAXIMUM NUMBER OF POINTS
<i>Experience on similar assignments</i>	15
<i>Cost</i>	35
<i>Credentials of staff to be assigned to the project</i>	5
<i>Acceptance of the Terms and Conditions</i>	10
<i>Ability to meet timing requirements to complete the project</i>	35

Court will post an intent to award notice of the selected Firms to this RFP's webpage at www.alameda.courts.ca.gov. Please refer to key events in the Schedule of Events of this RFP.

8.0 Interviews

The Court will not be conducting interviews in person or by phone with Proposers.

9.0 Administrative Requirements

a. Disabled Veteran Participation Goals

- i. The Court will not require contract participation goals for disabled veteran business enterprises (DVBES).

b. California Rules of Court, Rule 10.500 - Public Access to Judicial Administrative Records

Records created as part of Firm's Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Firm's Proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Court does not consider such material exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Firm is unsure if the information contained in its SOQ or Cost Proposal Form is confidential and/or proprietary then it should not include the information in its SOQ and Cost Proposal Form. A firm that indiscriminately identifies all or most of its SOQ or Cost Proposal Form as exempt from disclosure however may be deemed non-responsive.

c. Errors in the RFP

- i. If Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Firm shall immediately provide the Court with written notice of it and request that the RFP be clarified or modified. Without disclosing the source of the request, the Court may modify the RFP prior to the date fixed for submission of Proposals by issuing an addendum.
- ii. If prior to the date fixed for submission of Proposals, a Firm knows of or should have known of an error in the RFP, and fails to notify the Court of the error, Firm shall submit its Proposal at its own risk, and if Firm is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

d. Addenda: The Court may modify the RFP prior to the date fixed for submission of Proposals by posting a revision on the Court website. If a Firm determines that a revision unnecessarily restricts its ability to submit its Proposal, it must notify the Court no later than one (1) day following the posting of the revision.

e. Withdrawal and Resubmission/Modification of Proposals: Firm may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Firm. Firm may thereafter submit a new or modified

Proposal, provided that it is received at the Court no later than the Proposal due date and time listed in this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in this RFP.

f. Rejection of Proposals: The Court may reject any or all Proposals and may or may not waive an immaterial deviation or defect in a Proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse Firm from full compliance with the RFP specifications. The Court reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Firm if it is deemed in the Court's best interest. Moreover, the Court reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

g. Award of Contract

- i. Award of a contract, if made, will be in accordance with the RFP to a responsible Firm submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the Judicial council.
- ii. The Court reserves the right to determine the suitability of Proposals for contracts on the basis of Firm meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

h. Protest Procedure

1. **General.** Failure of Firm to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- ii. **Prior to Submission of Proposal.** An interested party that is an actual or prospective Firm with a direct economic interest in the RFP may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFP received prior to the date and time when Proposal are due as set forth in the Schedule of Events. The protestor shall have

exhausted all administrative remedies discussed herein prior to submitting the protest. Failure to comply with this Procedure shall be grounds for denying the protest.

iii. **After Award**

- a. A Firm submitting a Proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
 - 1. The Firm has submitted a Proposal that it believes to be responsive to the RFP document;
 - 2. The Firm believes that its Proposal meets the requirements of the RFP, proposes services of proven quality and performance, and offers a competitive cost; and
 - 3. The Firm believes that the Court has incorrectly selected another Firm submitting a proposal for an award.
- b. A Protest must be received no later than five (5) calendar days after the posting date of the Notice of Intent to Award.

iv. **Form of Protest**

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the RFP document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.

- e. The specific ruling or relief requested must be stated.
- f. The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

v. **Determination of Protest Submitted Prior to Submission of Proposal.** Upon receipt of a timely and proper protest, the Court will provide a written determination to the protestor prior to the Proposal Due Date. If required, the Court may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

vi. **Determination of Protest Submitted After Submission of Proposal.** Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the Firm within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the Firm. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

vii. **Appeals Process**

- a. The Court's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal, within five (5) calendar days of the issuance of the Court's

decision.

- b. The justification for appeal is specifically limited to:
 - 1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - 2. The Court's decision contained errors of fact, and such errors of fact were significant and material factors in the Court's decision; or
 - 3. The Court's decision was in error of law or regulation.
- c. Firm's request for appeal shall include:
 - 1. The name, address telephone and facsimile numbers, and email address of the Firm filing the appeal or their representative;
 - 2. A copy of the Court's decision;
 - 3. The legal and factual basis for the appeal; and
 - 4. The ruling or relief requested.
- d. Upon receipt of a request for appeal, the Court will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the Court.

viii. Protest Remedies

- a. If the protest is upheld, the Court will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive process, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend, but not limited to any of the following:
 - 1. Terminate the awarded contract for convenience;
 - 2. Re-solicit the requirement;
 - 3. Issue a new RFP;

4. Refrain from exercising options to extend the term under the contract, if applicable;
 5. Award a contract consistent with statute or regulation; or
 6. Any other remedies as may be required to promote compliance.
- i. Disposition of Materials.** All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the Court's option and at the expense of the Firm submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500.

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(NON-IT SERVICES)**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“COURT”)
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to bidquestions@alameda.courts.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court’s responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the Court of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 (“Award and Execution of Agreement”) may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment

shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Court Executive Officer.


**ATTACHMENT 3
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

Instructions: Mark the appropriate choice below and sign this attachment.

1. Bidder accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

OR

2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

BY (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 4
GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.


Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid.

To submit a bid to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

ATTACHMENT 7

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT
CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

ATTACHMENT 12

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Rene C. Davidson and East County Hall of Justice Courthouses – Tenant Improvements Edmund D. Edelman Children’s Courthouse, EIFS Exterior Wall Replacement

Proposer must list hereinafter the name and location of each subcontractor who will be employed, and the kind of work that each will perform if the Contract is awarded to the Proposer. Proposer acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Proposer in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%) of Proposer’s total proposal amount, and that as to any work that Proposer fails to list, Proposer agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

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Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT