



# REQUEST FOR PROPOSAL, **REVISION 1**

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**COURT OF APPEAL,  
SECOND APPELLATE DISTRICT (2DCA)**

**REGARDING:**

**RFP TITLE:** *ON-SITE DOCUMENT SHREDDING*

**RFP NUMBER:** *COA2D-1-2014*

**PROPOSALS DUE:**

~~March 21, 2014~~ **MARCH 25, 2014**

**NO LATER THAN 4:00 P.M. PACIFIC TIME**

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**REQUEST FOR PROPOSAL  
ON SITE DOCUMENT AND DESTRUCTION SERVICES  
COURT OF APPEAL, SECOND APPELLATE DISTRICT**

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<b>RFP No.</b>	<b>COA2D-1-2014</b>
<b>RFP Issue Date:</b>	<b>February 18, 2014</b>
<b>RFP Submission Deadline:</b>	<b>March 25 21, 2014 4:00 p.m. PST</b>

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## **1.0 BACKGROUND INFORMATION**

- 1.1 Court of Appeal, Second Appellate District. The Court of Appeal, Second Appellate District was created by an amendment to the California Constitution on November 8, 1904. The Second District consists of four counties, Los Angeles, Ventura, Santa Barbara and San Luis Obispo. The Court is organized in eight Divisions of four justices each. Divisions 1-5, 7 & 8 are located in Los Angeles, and handle all matters arising from the Los Angeles Superior Court. Division 6 is located in Ventura and handles all matters from the Ventura, Santa Barbara and San Luis Obispo Superior Courts.
- 1.2 In order to gain economies of scale, to standardize terms and conditions for similar services throughout the judicial branch, this RFP shall include the 58 Superior Courts of California, the Supreme Court of California, the Habeas Corpus Resource Center and the Administrative Office of the Courts.
- 1.3 The California Constitution grants jurisdiction to the Courts of Appeal to review final judgments of the Superior Courts, original jurisdiction over writs of habeas corpus, mandamus, prohibition, and certiorari. The majority of appellate dispositions are by written opinion. Writ petitions may be disposed of by summary order or by a written opinion.
- 1.4 The Second District files approximately 5,000 appellate opinions annually and disposes of over 3,700 writ petitions yearly.
- 1.5 In accordance with statute and the Second District's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding.

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

The Court of Appeal, Second Appellate District is seeking proposals for the provision of, on site secure document and other media shredding and destruction services (i.e. confidential and other documents, floppy disk, optical disks, etc.)for Court records for its Los Angeles and Ventura locations.

- **Locations: 300 South Spring Street, Los Angeles, CA 90013  
200 East Santa Clara Street, Ventura, CA 93001**
- **Services:** a. Provide:

(1). 1- 20 64 Gallon Lockable Bins on site at 300 South Spring Street, Los Angeles, CA 90013 for the collection and storage of documents and other media prior to destruction.

(2). 1-5 64 Gallon Lockable Bins on site at 200 East Santa Clara Street, Ventura, Ca 93001 for the collection and storage of documents and other media prior to destruction.

b. The scheduled on site destruction and removal of documents and other media:

(1). Destruction and removal shall be on a monthly basis or other agreed upon interval.

(2). Proper destruction of documents and media shall include the appropriate shredding and recycling of the document/media material.

(3). The vendor will provide a certificate of destruction with each invoice. The certificate will certify that the documents/media were destroyed and recycled and that appropriate precautions were taken to prevent any unauthorized access to the documents/media destroyed.

c. The contract period desired is for an initial period of 3 years, with an option to renew for 2 additional 1 year terms.

d. If the Court of Appeal elects to extend the term of this Agreement, the Proposer may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Pricing Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

### 3.0 REQUEST FOR PROPOSAL

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
Release of RFP to selected Proposers.	February 18, 2014
<b>Proposer Q &amp; A period to</b> <a href="mailto:docshred.rfp@jud.ca.gov">docshred.rfp@jud.ca.gov</a>	<del>February 24 - March 3, 2014</del> <b>February 24 - March, 7, 2014</b>
Pre-Proposal Tele-Conference	March 11, 2014
Answers to Proposers Questions posted	March 17, 2014
RFP Responses Due	<del>March 21, 2014</del> <b>March 25, 2014</b> 4:00 p.m. PST

	Presentation of Proposers RFP Response	Week of March 31-April 4, 2014	
	Intent to Award (estimated)	April 11, 2014	
	Contract Awarded (estimated)	April 25, 2014	
	Los Angeles Implementation (estimated)	May 1, 2014	
	Ventura Implementation (estimated)	May 1, 2014	
	Contract Start Date (estimated)	May 1, 2014	
<b>3.1</b>	Contract End Date ( <i>estimated</i> )	April 20, 2017	<b>RFP</b>

**Contact & Questions Process**

The following individual has been designated by the Court of Appeal as the primary contact (the “Court of Appeal RFP Contact”) throughout the RFP process unless otherwise advised in writing:

Joseph Lane  
 Phone: 213-830-7111  
 E-mail: docshred.rfp@jud.ca.gov

During the RFP process, Proposers may submit questions to aid in their response to the Court of Appeal. Please submit questions via e-mail to the Court of Appeal RFP Contact listed above to allow the Court of Appeal to efficiently answer all questions.

All questions must be submitted via e-mail to the Court of Appeal RFP Contact during the RFP Q & A Period as noted in the RFP Schedule outlined in section 3.0. The Court of Appeal will seek to respond to all questions, as soon as is practically possible. Responses to all questions (including original questions) submitted will be distributed via e-mail without attribution to the originating submission. The Court of Appeal will not be bound by oral responses to questions.

If you make assumptions about the meaning or accuracy of information contained herein, then the assumptions should be stated in the proposal.

If you do not ask questions or clarify any assumptions, the Court of Appeal will assume that you agree with and understand all requirements. The Court of Appeal assumes that your proposal addresses the requirements as documented in this RFP.

**3.2 Proposer Requirements to Follow RFP Process**

No Proposer or their representative shall have any contact with any Court of Appeal personnel relating to this project; other than the RFP Contact without first obtaining the approval of the designated Court of Appeal RFP Contact in writing. Failure to follow this requirement will be grounds for the Proposer to be eliminated without further discussion.

#### **4.0 RFP Response -Distribution - Copies and Format**

Request for Proposal responses must be delivered no later than 4:00 p.m. (PST) on ~~March 21, 2014~~ **March 25, 2014** to:

Court of Appeal, Second Appellate District  
Attn: Administration (DocShred)  
300 South Spring Street, Suite 2217  
Los Angeles, CA 90013

#### **4.1 Proposal**

The Proposer must submit a Transmittal Letter and its proposal in two parts, the technical proposal and the cost proposal.

- a. The Transmittal letter will identify the key response contact, their title and full contact information and the following items:
  - 1) A statement indicating that the response will remain valid for ninety (90) days after submission.
  - 2) The following paragraph:

I, \_\_\_\_\_, an authorized representative of the (insert Proposer company name), agree to the terms and conditions stated in this RFP, and I further understand the issuance and subsequent receipt of this RFP does not obligate the Court of Appeal to purchase any goods or services. The Court of Appeal will not be bound to purchase any goods or services until such time as contracts or agreements are negotiated in detail and mutually executed between the parties.
- b. The Proposer must submit one (1) original, one (1) printed copy and one (1) electronic copy of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- c. The Proposer must submit one (1) printed original and one (1) electronic copy of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal must be submitted to the Court of Appeal 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.
- d. Electronic files should be submitted on CD/DVD or Flash drive in .pdf format for all narrative submissions and in Microsoft Excel, using

Microsoft Office 2007/2010 file formats for cost proposal worksheets.  
This format is required for all submissions. Any proposal received in  
any other format will be subject to disqualification.

**NOTE TO PROPOSERS: For security reasons only standard file formats will  
be accepted. No compressed, .zip, or executable files will be accepted.**

#### **4.2 Management Summary**

The management summary should be a non-technical, high-level summary of  
the proposed services. **The management summary must be brief, not  
extending to more than two (2) pages.**

The management summary should contain the following items:

- Briefly describe the proposed material and services offered
- Any business benefits to be gained from the proposed services
- Summary of all costs associated with the initial implementation and  
ongoing charges, as well as any options

#### **4.3 Response to RFP Questions**

The Proposer must set forth each RFP question followed by the Proposer's response,  
as follows:

- Each RFP question must be reformatted in bold, italic style.
- The Proposer's response should be in normal format with at least one  
line of blank space between the question and the response.
- Where instructed, Proposers shall note Acceptance/Reject,  
Comply/Decline, Fully comply/partial comply, standard/optional for  
each response in addition to providing additional descriptive responses  
as needed.

Proposers are encouraged to provide concise responses to the greatest extent  
possible, in order for the Court of Appeal to fully understand your proposal.  
Proposers are asked NOT to insert large amounts of marketing or sales materials  
that do not add value to the evaluation process.

#### **4.4 Pricing Response**

The Proposer's detailed pricing response shall be in Microsoft Excel Format.  
Additional instructions are given in the pricing section of the RFP.

#### **4.5 Alternative Bids**

Proposers are reminded that this Request for Proposal is focused on the document  
destruction and disposal needs of the Court of Appeal. Those Proposers wishing to  
provide alternative solutions should respond to this request as primary, and provide  
any additional proposals in separate documents clearly labeled as "Alternative  
Proposal."

#### **4.6 Confidential and Proprietary Information**

This Request for Proposal and all designs, specifications, and other data appended or related to it are the property of the Court of Appeal; and are delivered only for the purpose of enabling the Proposer to prepare and submit a response hereto. The information contained or referred to in the RFP or appended to it is not to be disclosed or released for any other use or purpose and must be returned to the Court of Appeal when requested. The use of such information shall be governed by any confidentiality or non-disclosure agreement executed between Court of Appeal and the Proposer.

The Court of Appeal shall retain all proposal documents submitted. Court of Appeal shall safeguard your responses, and will hold them confidential so long as your response is clearly marked as confidential or as agreed to in the RFP Non-Disclosure Agreement signed by each Proposer.

#### **4.7 Proposer Due Diligence**

This RFP is intended to provide Proposer with enough information to build their proposals, but it is the Proposer's responsibility to obtain any additional information deemed necessary. Should a response omit any specific service or other charge due to failure of the Proposer to properly propose their system; any additional costs incurred resulting from the omission will be the responsibility of the Proposer.

**4.8** Late responses will not be accepted.

**4.9** Only written proposals will be accepted. Proposals should 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.

### **5.0 PROPOSAL CONTENTS**

#### **5.1 Business Information**

If your company is publically held, please provide a reference URL of the most recent annual report available for your company. If your company is not public, please provide a copy of the most recent quarters financial statement (may be unaudited) and last years ending audited financial statement (2010). Financial statements should include Income Statement, Budget Statement, Statement of Cash Flows, and Management Summary Statements. The following information should also be provided:

- D&B Number
- Year founded
- Location of company headquarters and major field offices

- Total employees and breakdown by type (Admin, Sales, Tech Support, Field Technicians, etc.)
- Information on the range and types of document destruction related products/services offered

**5.2 Technical Proposal.**

The following information must be included in the technical proposal (Attachment 4). A proposal lacking any of the following information may be deemed non-responsive.

**5.3 Product/Service Experience**

- a. A brief description of the history and organization of the Proposer's firm and any proposed subcontractor(s).
- b. Copies of business licenses, professional certifications or other credentials. If the Proposer is a Corporation, evidence that it is in good standing and qualified to conduct business in California.

**5.4 Technical Information**

- a. A description of Proposer's document destruction/recycling process. Include data on document destruction capability, transportation assets/capabilities, security of document storage container and facilities available. Also, include information on proximity of transportation facilities to Court sites and average response times to requests for service.
- b. Qualifications, background and experience of the project director and other staff proposed to work on the project.
- c. Upon specific request of the Court, Vendor shall provide consent and waiver forms permitting County to obtain personal employment and professional qualification information about Contractor(s) who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to Court. General information would be sufficient pertaining to the services being provided under this RFP.
- e. If proposed as part of the services offered, screenshot samples and navigation information for the Proposer's online service management system, including sample request forms, look-up queries and other account management tools.
- f. Sample activity reports and itemized monthly billing statements and certification of destruction.
- g. Provide the signature of the proposer

#### **5.4.1 Implementation**

This section requests information about the implementation process and specific tasks that the Court of Appeal requires Proposer's feedback on.

#### **5.4.2 Implementation Time Line**

Describe the implementation process from award date to final acceptance, and include an example high-level time line.

#### **5.4.3 Court of Appeal Tasks & Resources**

Describe the tasks/responsibilities you expect the Court of Appeal staff to support during the implementation process. What is the expected number of the Court of Appeal staff and man-hours required during the various phases of the implementation?

#### **5.4.4 Final Acceptance**

Describe your final acceptance process and how it relates to any financial issues such as final payments or ongoing support charges.

#### **5.5 Cost Proposal.**

The following information must be included in the cost proposal (Attachment 5). A proposal lacking any of the following information may be deemed non-responsive.

- a. Legal name and address of firm (Proposer)
- b. A detailed cost proposal, including any travel costs or other expenses. Proposer's Cost Proposal should include an estimate of any possible cost increases projected through the life of the contract and any probable increases associated with the contract renewal provisions of their proposal. Proposer's Cost Proposal should include any reduction in bin placement and destruction/removal cost when less than the full number of bins is used. As the Court of Appeal may award a contract based on the initial offer, Proposers should make their initial offer on the most favorable terms available. The Court of Appeal reserves the right to have discussions with those Proposers whose proposals fall within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

- c. **Solution Pricing Spreadsheet**

All pricing is to be in US Dollars and submitted in an unprotected Microsoft Excel format. No compressed files will be accepted. The pricing worksheet shall contain a detailed listing of all proposed solution components. It is the responsibility of the Proposer to clearly detail their proposed solution.

*Spreadsheets should be working documents with formulas for the various calculations for multiplication items, totals and sub totals, etc. Proposer's spreadsheets without formulas may be rejected*

- d. Provide the signature of the proposer.
- e. The prices paid by the Court of Appeal to Proposer shall be at least as low as those fees charged by Proposer to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer. The foregoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on Proposer's actual costs), service levels (when taken as a whole), technology, and assets associated with the products provided by Proposer in each case and any taxes and transition charges included within the charges for such products. If, during the Term, Proposer enters into a Government Contract contradicting the foregoing sentence, Proposer shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Master Pricing Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer's request, Proposer shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Proposer since the later of the (1) Effective Date and (2) date of the most recent certification provided by Proposer pursuant to this obligation.

**5.6. Acceptance of the Terms and Conditions.**

- a. On Attachment 2, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions.
- b. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
- c. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**

**5.7. Certifications, Attachments, and other requirements.**

- a. Proposer must include the following certification in its proposal:

Using Attachment 6: **Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections**

**10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.**

- b. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification attached as Attachment 3 and submit the completed certification with its proposal.
- c. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California. AOC will verify by checking with California's Office of the Secretary of State.

## **6.0 Submission of Proposals**

- a. The Proposer should include the following attachments in the technical proposal envelope:

Attachment 1 – AOC Standard Terms and Conditions – only if there are exceptions/modifications as indicated on Attachment 2.

Attachment 2 – Proposer's Acceptance of Terms and Conditions. Any material exceptions taken to the Standard Terms and Conditions may render Proposer's Proposal disqualified.

Attachment3 – Darfur Contracting Act Certification

Attachment4 – Submission form for Technical Proposal: This attachment is not an actual template; rather it is the Proposer's response to the Technical Proposal.

Attachment 5 – Submission Form for Cost Proposal  
The Proposer should only include the Attachment 5 - Submission Form for Cost Proposal, in the cost proposal envelope

Attachment 6 – Conflict of Interest Certification Form

Attachment 7 – Payee Data Form

Attachment 8 – Bidder and DVBE Declaration

### 6.1 RFP ATTACHMENTS

The following attachments are included as part of this RFP

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: AOC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).  The provisions marked with an (*) within the Terms and Conditions are minimum contract terms and conditions (“Minimum Terms”).
Attachment 2: 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. Any exception taken to the Standard Terms and Conditions may render Proposer’s Proposal non-compliant.
Attachment 3: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 4: Submission Form for Technical Proposal	This form details the technical requirements for the program and must be completed and submitted in response to RFP’s technical requirements. Proposers shall use their formatted response in place of this Attachment.
Attachment 5: Submission Form for Cost Proposal	This form details the pricing for the details of the program and must be completed and submitted in response to RFP’s cost requirements.
Attachment 6: Conflict of Interest Certification Form	Proposal must complete Conflict of Interest Certification and submit the completed certification with its proposal.
Attachment 7	Payee Data Form
Attachment 8- Bidder and DVBE Declaration	Bidders seeking the DVBE incentive must complete the Bidder Declaration and DVBE Declaration (Attachment I) with all materials specified.  <b>Bidder Declaration</b> – Each Bidder seeking the DVBE

	<p>incentive must complete the Bidder Declaration. Only one (1) Bidder Declaration should be submitted for each proposal.</p> <p><b>DVBE Declaration</b> - Each DVBE business that will provide goods and/or services in connection with the contract must submit a DVBE Declaration with the proposal. This includes subcontractors. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. <b>NOTE:</b> The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.</p> <p>Failure to complete and submit these forms as required will result in 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 Bidder not receiving the DVBE incentive.</p>
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**7.0 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 ninety (90) day period, the AOC reserves the right to negotiate extensions to this period.

**8.0 RFP GOALS & EVALUATION CRITERIA**

The Court of Appeal will review and evaluate all accepted submissions in consideration of updating and /or replacing its document storage services. The following criteria will be used in reviewing and comparing all accepted submissions. The weight to be assigned to each criterion appears following each item.

CRITERION	PERCENTAGE
The total cost of the proposed solution. If the proposal contains itemized rates, per piece pricing, or commissioned-based pricing, the Court of Appeal reserves the right to calculate the total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the Court of Appeal to implement the solution over the term of the contract.	50%.
Responsiveness of the proposal to the submission requirements set forth in the RFP.	5%
The technical ability, capacity, and flexibility of the Proposer to perform the contract in a timely manner and on budget, as verified by the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the Court of Appeal, Judicial Council or Administrative Office of the Courts.	30%
Acceptance of Terms and Conditions	5%
The solution that provides the best overall value and is in the best interest of the Court of Appeal.	10%

The Court of Appeal reserves the right to include additional evaluation criteria as well as to modify the items listed above at any time.

## 9.0 INTERVIEWS

The Court of Appeal may conduct interviews with Proposers to clarify aspects set forth in their proposals. If conducted, interviews will likely be conducted by phone or during site visits. The Court of Appeal will not reimburse Proposers for any costs incurred pertaining to an interview, including travel expenses. The Court of Appeal will notify eligible Proposers regarding interview arrangements.

## 10.0 RIGHTS

The Court of Appeal reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court of Appeal or the State of California responsible for the cost of preparing a proposal. One copy of

each proposal will be retained by the Court of Appeal for official files and will become a public record.

### **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

California judicial branch entities are subject to rule 10.500 of the California Rule of Court (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)), which governs public access to judicial administrative records.

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court of Appeal's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court of Appeal finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court of Appeal will disclose the information regardless of the marking or notation seeking confidential treatment.

### **12.0 STATEMENT OF WORK**

The Court of Appeal, Second Appellate District, Los Angeles, California is soliciting proposals from Document destruction and Disposal Providers to furnish secure on-site document and media destruction and related services for its Los Angeles and Ventura locations. The locations are:

300 South Spring Street, Los Angeles, CA 90013  
200 East Santa Clara Street, Ventura, CA 93001

The Second District's business hours are 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

The Scope of Services shall include, but not be limited to the following services outlines below.

#### **A. Secure On-Site Storage Bins**

The Proposer must provide secure on-site, storage bins for the Second District's documents prior to shredding and disposal. Proposer must be able to provide:

- (1) 1 to 20 64 gallon secure storage bins monthly at the Court's Los Angeles, CA site at the initiation of the contract.
- (2) 1 to 5 64 gallon secure storage bins at the Court's Ventura, CA location as requested on a monthly basis.

#### **B. Document/Media Destruction and Disposal**

The Proposer will on a monthly basis perform on-site shredding/destruction of all documents/media placed in the secure bins by Second District staff. All receptacles placed within the Second District must have key access and at

least one (1) key must be provided to the Second District upon the placement of receptacles. The Proposer will perform on-site destruction of Second District materials during the Second District's regular business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays at both court locations. . All destroyed material is to be removed for recycling in accordance with current industry standards. The Proposer must ensure that confidentiality of all destroyed records is maintained throughout the destruction process. Proposer shall supply a certificate of destruction for all materials disposed of with each monthly invoice.

The Proposer should expect to pickup receptacles every month on a mutually agreed upon day between the hours of 8:00 a.m. and 4:00 p.m. Successful vendor is to indicate on the bidders proposal sheet a specific day that is preferred for pick up. Successful Proposer may be required to provide additional pickups and will calls on an as needed basis. Additional pickups and will calls must be provided within seventy-two (72) hours of the verbal request.

### **C. Quantities**

Quantities to be picked up may vary depending the amount of materials generated. The Court reserves the right to increase or decrease the number of receptacles necessary to fit the needs of the Court. By responding to this bid, you agree to furnish any quantity required above or below the estimates stated in this paragraph. No guarantee can be given that this quantity will be reached or that it will be exceeded.

On occasion the Court may need to dispose of a large volume of paper/media at once. Proposals should also include the rate that would be charged if the Court desires to dispose of a large quantity of paper/media on a one-time basis. Proposal should specify the unit of measure used for its cost basis.

### **D. Account and Invoicing**

The main account set up for the Court must include separate billing and invoicing for 2 sub accounts. The 2 sub accounts are for the Los Angeles Divisions and the Ventura Division. The Proposer will provide a single monthly invoice to the Court for payment. The invoice shall include a detail report for each designated location showing a line item for that location's storage and destruction costs. The invoice will include a detail list of all transactions for that location.

### **E. Account Representation**

The Proposer shall appoint an account representative for the Second District as a single point of contact in order to insure a high level of responsiveness to the Second District's needs. A backup contact shall also be designated for the purposes of providing coverage during the primary contact's absence.

### **K. Price Schedule**

Please provide firm fixed pricing detail for each category listed in the Itemized Cost Proposal. All charges, fees and rates must be entered in the applicable cells on the worksheet. Cost proposals submitted in any other format will be deemed non-responsive and not be considered by the RFP evaluation team. See instructions on worksheet for additional information. All prices are to be based on the 64 gallon storage bin as the base unit of measure. Prices should be stated based on a per bin or fraction thereof basis unless otherwise Proposer identifies a different pricing base. Please list any additional charges for miscellaneous services, including but not limited to labor, data processing, recurring operation charges, all inclusive costs for access to Proposer's website (if any), charges for reports and costs for Proposer required storage/destruction supplies. Also detail any other management fees or recurring operation charges not itemized on the Itemized Cost Proposal. Every effort must be made to provide detailed information for ordinary, usual, and routine services and goods, whether or not noted in the item descriptions above. If the renewal option is exercised the pricing in the existing contract will apply.

### **13.0 CONTRACTING REQUIREMENTS**

Upon selection of a Proposer, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as maybe mutually acceptable. The Second District contemplates that, in addition to the terms described above in this RFP, final agreement between the Second District and the selected Proposer will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

#### **A. Warranties and Representations**

Proposer will warrant and represent that it possesses such expertise, experience, facilities and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer will supply at all times an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

#### **B. Equipment, Tools, Supplies**

The Proposer will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Proposer is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the Second District. The Second District has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

#### **C. Indemnity Obligations of Proposer**

To the fullest extent permitted by law, the Proposer will agree to protect, indemnify, defend and hold the Second District, the Administrative Office of the Courts, and its officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Proposer, the Proposer's employees, subcontractors, agents, representatives or assigns (collectively, the "Proposer's Agents") in the performance or non-performance of the professional services required to be performed by the Proposer under the Agreement; or (c) the Second District's enforcement of its rights under this indemnity provision.

The Proposer will agree that its obligations under this indemnity will survive the expiration and termination of this agreement. In the event both the Second District and Proposer are named as defendants in the same civil action, and the Second District determines that a conflict of interest exists between the parties, Proposer will agree to provide, at its own cost, independent counsel for the Second District. The Second District may, at its option, designate the Administrative Office of the Courts, Office of General Counsel as equal participating counsel in any litigation wherein the Proposer defends the Second District.

**D. Insurance Obligations of Proposer**

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and the Second District, with an insurer reasonably acceptable to the Second District:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limits;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Proposer will deliver to the Second District offices at 300 South Spring Street, Los Angeles, CA 90013, Attn: Lora Johnson, Administrative Assistant, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the Second District as an additional insured and will state that the Proposer's policy shall be primary and that any insurance carried by the Second District shall be noncontributing with respect thereto.

Each such policy will provide for thirty (30) days prior written notice to the Second District in the event of cancellation or reduction in coverage or amount. If the Proposer fails to secure and maintain insurance policies complying with the provisions of this agreement, the Second District may purchase the appropriate insurance policies and the Proposer will pay upon demand the cost of it to the Second District or the Second District may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Proposer, if the Proposer assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Proposer will immediately notify the Second District if the Proposer's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Proposer's commercial general liability insurance contains such restrictive endorsements, the Proposer shall have five (5) business days to remove said restrictions. If the Proposer is unable to do so, the Second District may terminate this agreement, and will be required to give the Proposer no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

#### **E. Termination**

1. **At Will.** The agreement may be terminated by the Second District, in its sole and complete discretion, upon thirty (30) days written notice to Proposer. In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the Second District.

#### **2. Authorization of Funds.**

If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the

authorization of sufficient funding for such purpose by the California State Legislature.

If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the Second District of any further obligation, except for the Second District's obligation to pay for services already performed pursuant to this agreement.

**3. Default by Proposer.**

This agreement may be terminated by the Second District upon fifteen (15) days written notice to the Proposer in the event the Proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Second District will have the right to have the services completed by other parties and the Proposer will reimburse the Second District for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Second District will not be deemed a waiver of any other right or remedy of the Second District, including, without limitation, the Second District's right to consequential damages caused directly or indirectly by the Proposer's default.

**4. Automatic Termination.**

This agreement will automatically terminate on the occurrence of any of the following events:

- (a) bankruptcy or insolvency of either party;
- (b) sale of the business of either party;
- (c) failure to comply with federal, state or local laws, regulations or requirements, or
- (d) expiration of the agreement.

**F. Confidentiality and Publicity**

The Proposer will retain all confidential information provided by the Second District in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Second District. The Second District retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Proposer will not issue any public announcements concerning the Second District without the prior written consent of the Second District.

**G. Compliance with Laws**

The Proposer agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Proposer agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

#### **H. Assignment/Subcontracting**

1. **Assignment.** The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the Second District, which consent may be granted or withheld in the sole and absolute discretion of the Second District.

2. **Subcontracting.** The Proposer may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Second District.

The Proposer will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Proposer and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Proposer provides a written guarantee that the Proposer's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

#### **I. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of the agreement into any judgment.

**4. Audit.**

Proposer agrees that the Second District or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement.

Proposer agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Proposer agrees to allow the Second District or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Proposer agrees to include a similar right of the Second District or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

**5. License.**

In those instances where required, the Proposer represents and warrants that the Proposer holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Proposer is performing the services pursuant to the agreement.

**14.0 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE**

- 14.1. Bidders may receive a DVBE incentive if, in the Court’s sole determination, Bidder has met all applicable requirements. If Proposer receives the DVBE incentive, the total bid price will be adjusted by 3%. This reduction is for evaluation purposes only and will not affect the contract amount.
- 14.2. DVBE incentive qualification is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 14.3. 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, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
- 14.4. Bidders seeking the DVBE incentive must complete the Bidder Declaration and DVBE Declaration (Attachment I) with all materials specified.

- 14.4.1 **Bidder Declaration** – Each Bidder seeking the DVBE incentive must complete the Bidder Declaration. Only one (1) Bidder Declaration should be submitted for each proposal.
- 14.4.2 **DVBE Declaration** - Each DVBE business that will provide goods and/or services in connection with the contract must submit a DVBE Declaration with the proposal. This includes subcontractors. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.
- 14.5. Failure to complete and submit these forms as required will result in 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 Bidder not receiving the DVBE incentive.
- 14.6. If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) 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.
- 14.7. **FRAUDULENT MISREPREPRETATION 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.**

## 15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in this chapter will render a protest inadequate and non-responsive, and will result in the rejection of the protest. The deadline for AOC to receive a solicitation specifications protest is the proposal due date set forth in Section 3.0, Request For Proposal. Protests should be sent to:

AOC-Business Services  
ATTN: Protest Hearing Officer  
455 Golden Gate Avenue, Sixth Floor  
San Francisco, CA 94102